

# TOWN OF GRAFTON

GRAFTON MEMORIAL MUNICIPAL CENTER 30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519 (508) 839-5335 ext 1100 • FAX (508) 839-4602 www.grafton-ma.gov

# BOARD OF SELECTMEN MEETING AGENDA

April 17, 2018 Municipal Center, Conference Room A 7:00 p.m.

#### **CALL TO ORDER**

#### **ANNOUNCEMENTS**

#### 1. SCHEDULE

- a) Public Hearing Energy Aggregation Program Renew Contract
- b) Mill Villages Advisory Committee
- c) Public Hearing Transfer of Stock and Change of Officers for Wine and Malt Beverage License – Om Sairam Corp., dba Valley Plaza Discount Liquor – 43 Main Street
- d) Public Hearing: Chapter 61A Vote to Exercise First Right of Refusal 43 Estabrook Road (cont. from 3/20/18)

# 2. RESIGNATIONS

# 3. APPOINTMENTS

- a) Board of Selectmen:
- b) Town Administrator:

Full Time Cemetery and Parks Light-Truck Driver - Chase Heck

#### 4. NEW BUSINESS

- a) Vote to Approve Common Victuallers License Elms Café & Catering, LLC 200 Westboro Road, N. Grafton, MA
- b) Vote to Approve One Day Beer and Wine License May 18, 2018 Community Harvest Project
- Vote to Approve Once Day All Alcoholic License May 12, 2018 Cummings School of Veterinary Medicine at Tufts University

- d) Vote to Approve One Day Beer and Wine License May 27, 2018 Veterans of Foreign War of United States, Inc. South Grafton Community House
- e) Discuss and Vote to Sign IMA City of Worcester (Health Alliance) Contract Renewal
- f) Vote to Declare Property Located at 53 Hudson Ave as Surplus Land
- g) Notice to Award Adams Road / Institute Road Contract <del>Vorgess</del> Borges Construction

# 5. SELECTMEN REPORTS / TA REPORTS

# 6. CORRESPONDENCE

# 7. DISCUSSION

a) Lighting at the Grafton Common

## 8. MEETING MINUTES

a) Board of Selectmen – April 10, 2018

# **EXECUTIVE SESSION**

MGL Chapter 30A, Sec. 21(3)
Litigation Update
Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations
Strategy for Negotiations
Minutes

#### **ADJOURN**

# <u>SCHEDULE ITEM 1A: PUBLIC HEARING - ENERGY AGGREGATION</u> PROGRAM - RENEW CONTRACT

# FIRST MOTION:

I MOVE the Board open the Public Hearing for the Energy Aggregation Program.

# **SECOND MOTION:**

I MOVE the Board close the Public Hearing for the Energy Aggregation Program.

SEE MOTIONS SHEET FOR EXECUTIVE SESSION.

# **NOTES:**

Please visit the following website to review the plan that's required by the DPU and DOER: <a href="http://masspowerchoice.com/grafton">http://masspowerchoice.com/grafton</a>. Bids for Electric Aggregation are due back on May 9<sup>th</sup>. Kim Pare will be attending the meeting. Following this discussion the Board will enter in to Executive Session to discuss indicative pricing.

# SCHEDULE ITEM 1B: MILL VILLAGES ADVISORY COMMITTEE NOTES:

This item has been placed on the Agenda at the request of Ken Grew, MVAC member.

## MILL VILLAGES COMMITTEE

# **DISCUSSION ITEMS**

- 1. Park Pavilion Dedication
- 2. Park Bench Repair
- 3. Park Fencing
- 4. Security Chains
- 5. Irrigation System
- 6. Boat Ramp
- 7. Green House/Rain Garden
- 8. Electrical Box Repair
- 9. Weed Wacking/Mowing
- 10. Commemorative Brick Program
- 11. Summer Movies
- 12. Flag Day Ceremonies



# Mill Villages Park Memorial Plaza Brick Program Round 4

#### Dear Donor:

Thank you for participating in the Mill Villages Park Memorial Plaza Brick Program. Your donation will support the ongoing development of the park amenities. Please read all the information and follow the instructions.

# **Brick Specifications**

- Brick Size: 4" x 8" x 2 ¼"
- Color: Regimental Red
- All text is centered on the brick.
- All text will be black epoxy filled.
- Vendor provides a lifetime warranty on the engraving.
- A sample is available in the Planning Department.

# **Instructions**

- 1. Fill out both sides of the order form required.
- 2. Please print. Illegible orders will not be processed.
- 3. Read and sign the Terms of Agreement.
- 4. Make checks payable to: Town of Grafton
- 5. Mail or deliver the order form and payment to:

Planning Department
Grafton Memorial Municipal Center – 1<sup>st</sup> floor
30 Providence Road
Grafton, MA 01519

## 6. Orders will be taken through Friday March 31, 2017 or until the program is fully subscribed.

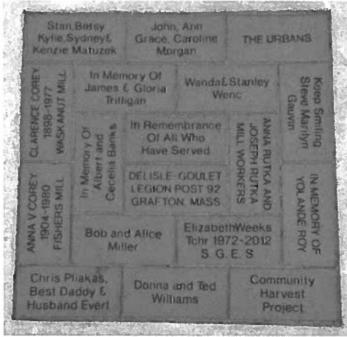
You will receive a confirmation proof form in the mail after your order has been processed. Sign and return the form to the Planning Department.

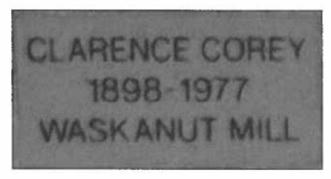
If you have any questions, please contact the Planning Department at (508) 839-5335 x1145 or planningdept@grafton-ma.gov. Office hours: Monday – Friday; 8:30 a.m. to 4:30 p.m.

Additional forms can be found in the following locations - Municipal Center Offices: Town Clerk, Town Administrator and Planning Department; and the Mill Villages Advisory Committee webpage on the Town of Grafton website (<a href="www.grafton-ma.gov">www.grafton-ma.gov</a>). Again, thank you for your support.

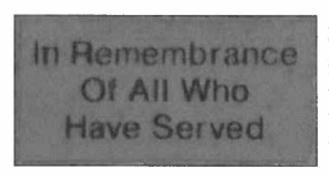
# **Examples of Existing Bricks Already Installed at Mill Villages Park**







Sample of HELVETICA CAPS
All letters are capitalized.



Sample of
Helvetica Light
First letter of each word is
capitalized, all others in lower
case.

# Mill Villages Park Memorial Plaza Brick Order Form – Round 4 Please fill out one order form per brick.

Name	(Please I	Print): _										-	
•	There are All text One letter One ord	e three o will be c er, numb er form p	ptions fo entered v er or sym er brick,	r text lay vhen eng ibol (sucl	out. Sele raved on h as &) p	ct one op the brick er box. S	out option and . paces bet	fill out th	he approp			nust be le	ft blank,
		S	tep	1: F	ont (	Choi	ce - ]	Plea	se ci	rcle	one		
							pper and APS (o			ring)			
				Step	2: T	ext	Layo	out (	Optio	ons			
				0	ption	1: O	ne Lir	ne of	Text				
											:		
				OI	otion	2: Tv	vo Lir	ies of	f Text				
					•								
		, t		Op	tion 3	3: Th	ree Li	ines o	of Tex	t	1		

# Mill Villages Park Memorial Plaza Brick Order Form – Round 4

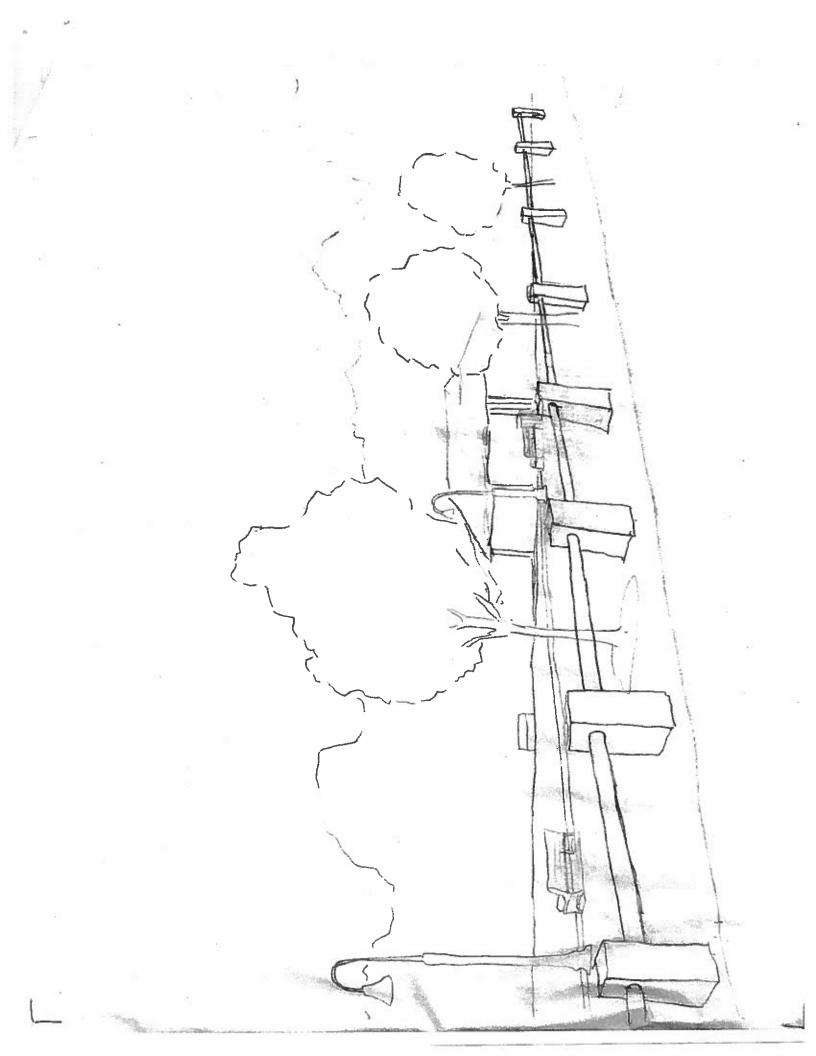
Please print clearly. We cannot process illegible forms.

Contact Name:		
Street Address:		
City:	State Zip	
Phone Number:		
Email Address:		
Terms and Conditions		
<ul> <li>The cost per brick is \$100.00</li> <li>Make check payable to:</li></ul>	<ul> <li>Payment in full is due at the time of order. No exceptions.</li> <li>Order form, including the contact information, must be completed.</li> <li>Incomplete forms will not be processed.</li> <li>No order form will be accepted unless the Applicant has signed the "Terms and Conditions" agreement.</li> <li>No request for installation location allowed.</li> <li>All orders must be processed through the Grafton Planning Department.</li> <li>Applicant agrees to sign and return the "Order Proof Form" in a timely manner.</li> <li>ditions for the Mill Villages Park Memorial Plaza the Terms and Conditions.</li> </ul>	•
	Date:	
Name – Please Print - Required		17
Signature - Required		
For Office	ee Use Only	
Date Received:Amount:	Cash or Check? Check #	
Order No. Brick 1:	Order No. Brick 2	

# Conceptual Design

Project goals: To define the edge of the park while capturing the historic aspects of the area, and create a permanent solution to prevent vehicles from driving on the mill village park.

Concept: Using granite posts with holes drilled though them to allow 3" black metal pipe to create a fence. This will be used where the committee decides it would be most effective.





# OFFICE OF THE BOARD OF SELECTMEN

30 Providence Road Grafton, MA 01519 (508) 839-5335 BOS@grafton-ma.gov www.grafton-ma.gov

> John Dowling, Chairman Brook Padgett, Vice Chair John Carlson, Clerk Craig Dauphinais Dennis Flynn

October 15, 2013

# BOARD OF SELECTMEN CHARGE

NAME:

Mill Villages Advisory Committee

MEMBERSHIP:

7 Members

TIMETABLE:

To begin upon appointment for an indefinite term or until the Committee

has met its charge and is disbanded by the Board of Selectmen.

Section 1. In order to pursue additional goals and work items that would benefit from community oversight. The Board voted to establish the Mill Villages Advisory Committee on October 1, 2013 with the following charge:

The Mill Villages Advisory Committee shall assist the Town of Grafton in identifying, prioritizing, and supporting projects and programs which will enhance the physical, historical, and environmental qualities, as well as the economic development opportunities within the Town's historic Mill Villages.

The new Committee shall consist of seven (7) members. Appointments will be made by the Selectmen until all vacancies have been filled.

Adopted October 15, 2013

John Dowling, Chairman

**Brook Padgett** 

John Carlson

Craig Dauphinais

Dennis Flynn



# Natura Landscape Design Inc.

228 mendon street
upton, MA 01568
(508)735-4583
naturalandscapedesign@gmail.com
http://www.facebook.com/pages/Natura-Landscape-Design-INC/148691568489382?ref=hl

# **ESTIMATE**

**ADDRESS** 

mill vilages advisory committee 30 Providence Road grafton, ma 01519 usa ESTIMATE # 1025 DATE 04/20/2017

**ACTIVITY** 

AMOUNT

Services

1,500.00

create a design for a permenent solution to replace boulders that reflects the historic mill village.

**TOTAL** 

\$1,500.00

Accepted By

**Accepted Date** 



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upton, MA 01568
(508)735-4583
naturalandscapedesign@gmail.com
http://www.facebook.com/pages/Natura-Landscape-Design-INC/148691568489382?ref=hl

# **INVOICE**

BILL TO mill vilages advisory committee 30 Providence Road grafton, ma 01519 usa

INVOICE # 1156
DATE 04/03/2017
DUE DATE 05/03/2017
TERMS Net 30

ACTIVITY

Services

weeding and edging war memorial planting new plants including, cone flower, poppy and spring bulbs bi weekly weeding to maintain plantings through the summer about 14 weeks

goods

mulch and plants

AMOUNT

850.00

400.00

**BALANCE DUE** 

\$1,250.00



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http://www.facebook.com/pages/Natura-Landscape-Design-INC/148691568489382?ref=hl

# **INVOICE**

BILL TO mill vilages advisory committee 30 Providence Road grafton, ma 01519 usa

**ACTIVITY** 

AMOUNT

Services

weekly weed wacking of rain gardens and park 27 weeks @ 110.00 per week

2,970.00

\$2,970.00

BALANCE DUE



# Natura Landscape Design Inc.

228 mendon street
upton, MA 01568
(508)735-4583
naturalandscapedesign@gmail.com
http://www.facebook.com/pages/Natura-Landscape-Design-INC/148691568489382?ref=hl

# **INVOICE**

# BILL TO

mill vilages advisory committee 30 Providence Road grafton, ma 01519 usa INVOICE # 1112
 DATE 06/16/2016
DUE DATE 07/01/2016
TERMS Net 15

ACTIVITY	AMOUNT
Services rehabilitation and planting of rain garden installation of river stone and new plants and stone bridge.	2,400.00
goods plants, river stone, liner and equipment rental	4,333.00
Services weeding 3 times per year	700.00

**BALANCE DUE** 

\$7,433.00

#### 8/8/2012

GRAFTON, Mass. - It was a light agenda at Tuesday night's Board of Selectmen meeting as most of the town gathered outside the Municipal Center to enjoy National Night Out.

The board delayed reviewing the appointment of James O'Brien to the Grafton Police force since many who are interested in the review were at the Grafton Police sponsored National Night Out. However, they did approve hiring a new part-time police dispatcher.

"We are using a part-time dispatcher to cut down on overtime pay," Town Administrator Timothy P. McInemey said. Selectmen approved the appointment of Heidi Fowler as interim Library Director. Hildig Hedberg has stepped down due to personal reasons.

An extension of the handicap access fix for the library was approved by the Massachusetts Architectural Access Board, said McInerney. The new deadline to complete the necessary handicap access upgrades is now April, 2013. Mary Ann Nolan and Linda M. Casey were appointed to the Grafton Town House Oversight Committee, which principally exists as stewardship of the building's wellbeing. Nolan was a former selectman and school building committee member. Casey is president of the Grafton Historical Society, which is a tenant of the building.

A contract was signed with the Massachusetts Department of Fish and Game to build a boat ramp at the Mill Villages Park for recreational fishing boats and canoes to enter the Blackstone River. Building the ramp was part of the agreement with the state when the park was designed. Signing the contract means the town will be reimbursed \$3,100 when the work is done.

https://mail.aol.com/webmail-std/en-us/PrintMessage

1/2

SCHEDULE ITEM 1C: PUBLIC HEARING – TRANSFER OF STOCK AND CHANGE OF OFFICERS FOR WINE AND MALT BEVERAGE LICENSE – OM SAIRAM CORP., DBA VALLEY PLAZA DISCOUNT LIQUOR – 43 MAIN STREET

# **FIRST MOTION:**

I MOVE the Board open the Public Hearing for the transfer of stock and change of officers for wine and malt beverages license for Om Sairam Corp., dba Valley Plaza Discount Liquor located at 43 Main Street.

# **SECOND MOTION:**

I MOVE the Board open the Public Hearing for the transfer of stock and change of officers for wine and malt beverages license for Om Sairam Corp., dba Valley Plaza Discount Liquor located at 43 Main Street.

**THIRD MOTION:** (If the Board so chooses to approve the license)

I MOVE the Board vote to approve the transfer of stock and change of officers for the wine and malt beverage license for Om Siram Corp, dba Valley Plaza Discount Liquor located at 43 Main Street.

# **NOTES:**

This application is for the transfer of 50% of stock and ownership from Kalpeshkumar (Calp-shcoo-mah) B. Patel to Jignesh (Jigg-nesh) M. Patel. Matthew Porter, Esquire will be present to represent the applicants.



# OFFICE OF THE BOARD OF SELECTMEN

30 Providence Road Grafton, MA 01519 (508) 839-5335 BOSGroup@grafton-ma.gov www.grafton-ma.gov

# RECEIVED TOWN CLERK GRAFTON, MA

2018 APR -2 AM 9: 22



Bruce Spinney, Chairman Sargon Hanna, Vice Chair Jennifer Thompson, Clerk Brook Padgett Craig Dauphinais

## **LEGAL NOTICE**

#### **BOARD OF SELECTMEN**

Notice is hereby given under Chapter 138 of the General Laws, as amended that an application has been made by Matthew S. Porter, representing Om Sairam Corporation for the Package Store All Alcoholic License currently in the name of Om Sairam Corp., dba Valley Plaza Discount Liquor located at 43 Main Street, South Grafton, MA.

The application requested is for the transfer of stock and change of officers from the existing Present, Treasurer, Secretary & Director Kalpeshkumar B. Patel (50% ownership), to proposed President Treasurer, Secretary & Director Jignesh M. Patel (50% ownership).

Upon this application, the Grafton Board of Selectmen will hold a public hearing in Conference Room A, Grafton Memorial Municipal Center, 30 Providence Rd., Grafton, MA 01519 on Tuesday, April 17, 2018 beginning at 7:00 p.m.

Grafton Board of Selectmen

Bruce Spinney III, Chairman Sargon Hanna, Vice Chair Jennifer Thomas, Clerk Brook Padgett Craig Dauphinais

Publish Grafton News April 5<sup>th</sup>, 2018 Town Bulletin Board



# The Commonwealth of Massachusetts Alcoholic Beverages Control Commission 239 Causeway Street Boston, MA 02114 www.mass.gov/abcc

# RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE:	RETA		
CHECK PAYABLE TO AB	CC OR COMMONWEALTH OF MA:	\$200.00	
(CHECK MUST DENOTE TH	HE NAME OF THE LICENSEE CORPORATION, LLC	, PARTNERSHIP, OR INDIVIDU	JAL)
CHECK NUMBER			
IF USED EPAY, CONFIRMA	ATION NUMBER		
A.B.C.C. LICENSE NUMBER	R (IF AN EXISTING LICENSEE, CAN BE OBTAINED	FROM THE CITY)	
LICENSEE NAME	Om Sairam Corp.		
ADDRESS	43 Main Street		
CITY/TOWN	S. Grafton STATE	MA ZIP CODE	01560
TRANSACTION TYPE (Plea	se check all relevant transactions):		
Alteration of Licensed Pr	remises Cordials/Liqueurs Permit	New Officer/Director	Transfer of License
Change Corporate Nam	me Ssuance of Stock	New Stockholder	▼ Transfer of Stock
Change of License Type	Management/Operating Agreement	☐ Pledge of Stock	Wine & Malt to All Alcohol
☐ Change of Location	More than (3) §15	Pledge of License	6-Day to 7-Day License
Change of Manager	New License	Seasonal to Annual	
Other			

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION 239 CAUSEWAY STREET BOSTON, MA 02241-3396



# The Commonwealth of Massachusetts Alcoholic Beverages Control Commission 239 Causeway Street Boston, MA 02114 www.mass.gov/abcc

# **APPLICATION FOR MULTIPLE AMENDMENTS**

Please complete Name of Licensee and Application Contact sections completely, leaving no fields blank.

_									
NAMI	OF LICENSE	E (Business Cont	act)	Om Sair	am Corp.				55
ABCC License Number				City/Town of Licensee					
ABCC	ticeuse Mullipe		<b>,</b>	City/i	OWN OF LICE	ensee S	. Grafton		
			47						
APPLI	CATION CON	TACT							
The app	olication contact	is required and is	the person	who will b	e contacte	d with an	y questions re	egarding this	application.
First Na	me: Matthew		Middle: S.			Last Nan	ne: Porter		
Title:	Attorney				Prima	ary Phone:			
E . 4					1				
Email:		1							
			<u>AME</u>	NDME	NT OPT	<u>IONS</u>			
locume f there	ents based on tra	al considerations					2		•
	⊠ Ch	ange in Business C	Contact Inform	nation - Pa	age 2				
		is is <u>only</u> to change a madquarters, NOT premis							
	☐ Ch	ange of Manager	- Page 3						
	☐ Alt	eration of Premise	s / Change of	Location	- Page 4				
	⊠ Ch	ange of Beneficial	Interest / Trar	nsfer or Iss	uance of Sto	ck - Page	: 5		
	☐ Ple	edge of Collateral (	License, Inver	ntory, Bene	ficial Intere	st) - Page	6		
	☐ Ch	ange of Corporate	Name - Pag	e 6					
		ange of DBA - Pag	ge 6						
	☐ Ch	ange of Corporate	Structure (i.e	. Corporati	on to LLC, 5	ole Propri	etor to LLC) - I	<sup>o</sup> age 6	
	☐ Ch	ange of Category (	i.e. Wine and	Malts to A	ll Alcohol ) -	Page 6			
	☐ Ch	ange of Class (i.e. S	Seasonal to Ar	nnual) - Pa	age 6				
	Ch	ange of Type (i.e. f	Restaurant to	General or	Premises)	- Page 6			

FINANCIAL INFORMATION			-		· · · ·	
Complete this section if there are finan	cial consideration	on [	Please provide info	ormation al	bout the sources o	of cash and/or
for <u>any</u> of the amendments for which y	ou are applying	;.	financing for this t			
Associated Costs		1	Source of Cash In	vestment	<u>.</u>	
A. Purchase Price for Building/Land	N/A	7	Name of Contril	butor	Amount of Contribut	ion
		╣╶╽	Jignesh Par	tel	\$25,000.00	
B. Purchase Price for any Business Assets	25,000.00	]				
C. Costs of Renovations/Construction	N/A			,		
D. Purchase Price of Inventory	97,500.00			Total	\$25,000.00	
E. Initial Start-Up Costs	N/A		Source of Financi	ing		
F. Other (Please specify)	N/A		Name of Lender	Amo	unt Does the lender hold an interest in any MA alcoholic beverages licenses	license number of
G. Total Cost (Add lines A-F)	122,500.00		Kalpeshkumar Pa	itel 97,50		ienser
Please note, the total amount of Cash Investme			(Seller Financing		1.03	
plus the total amount of Financing (bottom rig equal to or greater than the Total Cost (li						
You are required to provide all documents relati		,				)II
or loans you receive for this transa		<b>′</b>			Total	97,500.00
	·					<del></del> -
BUSINESS CONTACT						
Complete this section <u>ONLY</u> if there are	changes to the	e Licen	see phone number, bi	usiness add	dress (corporate h	eadquarters).
or mailing address. If you are changing	your premises	locati	on, you must also com	plete the p	oremises section (	on page 4.
Primary Phone:		]	Fax Numb	ner:		
		]	T dx IVaini.	Jei		
Alternative Phone:		E	mail:			
Business Address (Corporate Headquarte	ers) 					
Street Number:	Street 1	Name:	Value and the second			
City/Town:	-		State: MA			
Zip Code: 01453	Country	y:	USA			
Mailing Address	X Check	here if	your Mailing Address is th	ne same as y	our Business Address	i
Street Number:	Street N					V
City/Town:			State:			
7in Code:	Country					

MANAGER C	ONTACT		·						
Complete this se The Manager Co	ction if you are				nal contr	ol over the liquo	or license.		
Salutation	First Name		Middle I	Name	Las	t Name		Suffix	
Social Security Nu	mber			Date of Birth					
Primary Phone:				Email:					
Mobile Phone:				Place of Empl	oyment				
Alternative Phone				Fax Number					
<u>Citizenship / Resi</u>	dency / Backgro	ound Information	of Propose	d Manager					
Are you a U.S. Citiz	ren?	C Yes C No	-	, wanager	Do you have direct, indirect, or financial interest in this license? ( Yes ( No				
federal, or military	crime?	convictions with an e	Yes No	ach	If yes, percentage of interest  If yes, please indicate type of Interest (check all that apply):				
Have you ever bee license to sell alcol			Yes C No		☐ Officer ☐ Sole Proprietor ☐ LLC Manager				
If yes, please list the licenses for which you are the <u>current</u> or <u>proposed</u> manager:					Partner La Contractual Re			Director Landlord Revenue Sharing Other	
Please indicate ho	w many hours pe	er week you inten	d to be on th	e licensed pre	mises				
Employment Info Please provide yo				<u> </u>					
Date(s)	Posit		Emplo		Address	<u> </u>		Phone	
								-	
			<del></del>		-	<u> </u>			
		-							
Prior Disciplinary Have you ever be yes, please compl	en involved dire	ectly or indirectly	/ in an alcoh	olic beverage	s license	that was subject	to disciplir	nary action? If	
Date of Action	Name of Licer	ise State	City	Reason for su	spension,	revocation or can	cellation		
		-							
			<u></u>						

PREMISES INFORMA	ATION							
Please complete this sect				nging your prei	mises locati	ion.		
Please enter the address	where the alcoh	olic beverage	es are sold.					
Premises Address								
Street Number:	Stre	eet Name:				Unit:		
City/Town:		Si	tate:		Zip Co	ode:		
Country:								
Description of Premise	<u> </u>							
Please provide a complete	e description of t	the premises	, including the	number of floo	ors, number	r of rooms on	each floor,	, any
outdoor areas to be inclu	ded in the licens	ed area, and	total square fo	ootage.			_	
Floor Number Squ	are Footage	Number of	Rooms	Patio/Deck/	/Outdoor Ar	ea Total Square	e Footage	
				Indoor Area	Total Squar	re Footage		
				Number of	Entrances			
				Number of	Exits			
				Proposed So	eating Capa	city		
				Proposed O	ccupancy			
Occupancy of Premises								
Please complete all fields	in this section. (	Documentati	on showing pro	oof of legal occ	upancy of t	he premises i	s required.	
Please indicate by what rip applicant has to occupy th	-			Landlord	Name			
Lease Beginning Term				Landlord	Phone			
Lease Ending Term				Landlord	Address			
-								
Rent per Month			454					
Rent per Year			It leasing or	renting the pre	mises, a sign	ed copy of the	lease is req	Juired.
Please indicate if the term	s of the lease in	clude payme	nts based on ti	he sale of alcoh	nol: C Yes	C No		

# CHANGE IN BENEFICIAL INTEREST / TRANSFER or ISSUANCE OF STOCK

# **CURRENT OWNERSHIP** (Before Change in Beneficial Interest)

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license. This pertains to the current licensee (before change in beneficial interest occurs).

Title / Position	% Owned	Other Beneficial Interest	
President, Treasurer, Secretary & Director	50%	N/A	
Director	50%	N/A	
	<u>                                     </u>		
	President, Treasurer, Secretary & Director	President, Treasurer, Secretary & Director 50%	

# PROPOSED OWNERSHIP (After Change in Beneficial Interest)

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a <u>direct beneficial interest</u> in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

- A. All individuals listed below are required to complete a Beneficial Interest Contact Individual form.
- B. All entities listed below are required to complete a <u>Beneficial Interest Contact Organization</u> form.
- C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest N/A N/A	
Jignesh M. Patel	Pres. Treas., Sec., Director	50%		
Taral S. Naik	Director	50%		
		*		

the transfer of a company of the

# **AMENDMENT APPLICATION FOR:**

Change of Corporate Name, Change of DBA, Change of Legal Structure, Change of Class, Change of Category

Please check the amendment that you are applying for and complete the corresponding section. Please refer to the requirements page for required documents.

PLEDGE INFORMATION			
Are you seeking approval for a pledge?	C Yes C No	To whom is the pledge is being made:	
Please indicate what you are seeking to pl	edge (check all that apply)	Does the lender have a beneficial interest in thi license?	S C Yes C No
License Stock / Beneficial Intere	est Inventory	Does the lease require a pledge of this license?	C Yes C No
Change of Corporate Name This is the License Entity Name or the Business Contact	Last-Approved Corporate		
Change of DBA	Last-Approved DBA:		
	Requested New DBA:		
Change of Corporate Structure  LLC, Corporation, Sole	Last-Approved Corporate	Structure	
Proprietor, etc	Requested New Corporate	e Structure	
Change of License Category	Last-Approved License Car	tegory	
All Alcohol, Wine and Malt, Wine Malt and Cordials	Requested New License Ca	ategory	
Change of License Class	Last-Approved License Cla	ss	
Seasonal or Annual	Requested New License Cl		
Change of License Towns	Last-Approved License Typ		
i.e. Restaurant to Club Package Store to Supermarket	Requested New License Ty		
*CAN NOT change from an on-premise to an off-premises license type.*			

# **APPLICANT'S STATEMENT**

l, Jignes	the: sole proprietor; partner; corporate principal; LLC/LLP member
of Om S	, hereby submit this application for Transfer of Stock & Change of Officers
	Name of the Entity/Corporation Transaction(s) you are applying for
	nafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "and together with the LLA collectively the "Licensing Authorities") for approval.
<b>Applica</b>	reby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the ation, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. For submit the following to be true and accurate:
(1)	I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
(2)	I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
(3)	I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
(4)	I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
(5)	I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
(6)	I understand that all statements and representations made become conditions of the license;
(7)	I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
(8)	I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
(9)	I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
Signa	Date: 3-15-18
Title:	President

# BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form) Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form. An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee). An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee). Salutation Mr. First Name | Jignesh Middle Name | M Last Name | Patel Suffix Title: Owner Social Security Number Date of Birth Primary Phone: Email: Mobile Phone: Fax Number N/A Alternative Phone: **Business Address** Street Number: Webber Street Street Name: City/Town: Leominster State: MA 01453 Zip Code: USA Country: Mailing Address Check here if your Mailing Address is the same as your Business Address Street Number: Street Name: City/Town: State: Zip Code: Country: Types of Interest (select all that apply) Contractual X Director ☐ Landlord LLC Manager LLC Member Management Agreement ✓ Officer Partner Revenue Sharing Sole Proprietor Other Citizenship / Residency Information Are you a U.S. Citizen? Yes ○ No Are you a Massachusetts Resident? Yes ○ No Criminal History

C Yes No

If yes, please provide an affidavit

explaining the charges.

Have you ever been convicted of a state, federal, or military crime?

# **BENEFICIAL INTEREST CONTACT - Individual** (continued)

Ownership / Int	terest					
Using the defini	tion above, do you ho	old a direct	<ul><li>Direct</li></ul>	○ Indirect	If you hold a direct benefic	
or indirect intere	est in the proposed li	censee?	<b>⊕</b> Direct	Omanect	in the proposed licensee, p the % of interest you hold.	
If	you hold an indirect	beneficial inte	erest in this	license, please comp	lete the <u>Ownership / Interest</u> Ta	ble below.
Ownership / In	terest					
turn bold a dire	<u>nairect interest</u> in ti ect or indirect inter	ne proposed act in the pr	iicensee, p	Diease list the organ	nization(s) you hold a direct in rally include parent companie	iterest in which, in
trusts, etc. A B	eneficial Interest - C	Organization	Form will r	need to be complete	ted for each entity listed below	s, noloing companies, w
,				st - Organization	FEIN	ww.
	ļ				LFIIA	
			N/A			
	1					
				<del>-</del>		
	1.1					
Other Beneficia	ll Interest					<del> </del>
List any indirect	or indirect benefici	ial or financi	al interest	vou have in anv otl	ner Massachusetts Alcoholic B	leverages License(s)
	fLicense	Type of Lic		License Number	Premises Ac	<u> </u>
man and the second of the seco	nriji Corp	§15 Off Pre		SC	Tremises Ac	idless
THE PERSON NAMED IN COMPANY.	Corporation	§15 Off Pre	A STREET STREET	District and the control of the	To Andrew Commencer Commencer and Commencer	
MINDITAL DEAS	Corporation	915 OII FIE	mises		- medway node,	Museu
		*				
<del>-</del>						
				<del></del>		
		<u>.</u>				
<u>Familial Benefic</u>	ial Interest					
Does anv memb	er of vour immedia	te family hav	ve ownersh	in interest in any c	ther Massachusetts Alcoholic	· Reverages Licenses
lmmediate fami	ly includes parents,	siblings, spo	ouse and sp	ouse's parents. Pi	ease list below.	, Develoges Licelises:
	nship to You		icense Num			Percentage of Interest
	N/A	the state of		- 135 F	C SERVE WATER	TOWNSHIP LONG
				- Company	- 266 2 - 166	200 SW 10.
Prior Disciplinar	y Action					
Have vou ever b	een involved directl	v or indirect	ly in an alco	oholic heverages li	cense that was subject to disc	inlinant action 2. If
es, please comi	plete the following:	y or maneed	ly in an orce	onone beverages in	cense that was subject to disc	things A actions is
Date of Action	Name of License	State	City	Reason for suspe	nsion, revocation or cancellation	
N/A			\$ V., P.R. 1	J4 200 28 80	an all a series of a series of the series of	office Children in
			(a) (b) (l)	71-11	EX U.S. 30 <sup>17</sup> a	
			+			
1.3			1	1		

#### BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form) Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form. An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee). An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee). Suffix First Name |Taral Middle Name S. Last Name Naik Salutation Mr. Social Security Number Date of Birth Title: Owner Email: Primary Phone: N/A Fax Number Mobile Phone: Same Alternative Phone: N/A **Business Address** Street Name: Street Number: THE PROPERTY OF THE PARTY OF TH State: MA City/Town: Shrewsbury USA b1545 Country: Zip Code: **Mailing Address** Check here if your Mailing Address is the same as your Business Address Street Name: Street Number: City/Town: State: Zip Code: Country: Types of Interest (select all that apply) Contractual □ Director ☐ Landlord LLC Manager ☐ Officer LLC Member Management Agreement Stockholder ☐ Other Partner Revenue Sharing Sole Proprietor Citizenship / Residency Information Are you a U.S. Citizen? Are you a Massachusetts Resident? Yes \(\Omega\) No **Criminal History** If yes, please provide an affidavit Have you ever been convicted of a state, federal, or military crime? O Yes O No

explaining the charges.

# **BENEFICIAL INTEREST CONTACT - Individual** (continued)

Ownership / Interest						
Using the definition above, do y or indirect interest in the propos		t <b>©</b> Di	rect	Olndirect	If you hold a direct benefic in the proposed licensee, p the % of interest you hold.	olease list 50%
If you hold an ind	irect beneficial	interest i	n this lice	ense, please comple	ete the <u>Ownership / Interest</u> Ta	
Ownership / Interest				30		
If you hold an <u>indirect interes</u> turn, hold a direct or indirect trusts, etc. A Beneficial Intere	interest in the	propose	ed licens	iee. These genera	illy include parent companie	s. holding companies.
0	Name of Be	eneficial I	Interest -	Organization	FEIN	
		1	V/A			
Other Beneficial Interest						
List any indirect or indirect be	neficial or fina	ncial inte	erest yo	u have in any oth	er Massachusetts Alcoholic B	leverages License(s).
Name of License	Type of	Type of License L		License Number	Premises Ac	idress
N/A					<b>建</b> 基本的一种 1750年 第1	
-						
	<del> </del>					
		101				
Familial Beneficial Interest						
Does any member of your imm	ediate family	have ow	nership	interest in any of	her Massachusetts Alcoholic	Reverages Licenses?
mmediate family includes pare	ents, siblings, s	spouse a	ınd spou	ise's parents. Ple	ase list below.	actorages accords
Relationship to You	ABC	C License	Numbe	Type of Inter	est (choose primary function)	Percentage of Interest
N/A		4.7		Est exerum ga	ALIVER OF THE STATE OF THE STAT	10 to
		<del>-</del>				
Prior Disciplinary Action						
Have you ever been involved dives, please complete the follow	irectly or indir	ectly in a	an alcoh	olic beverages lic	ense that was subject to disc	iplinary action? If
Date of Action Name of Lic		tate City	/	Reason for suspen	sion, revocation or cancellation	n
2014 OM Shair	am MA	S. 0	Grafton	Underage Sale	1 7 m	Y 90

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**ABCC LICENSE INFORMATION** 

# Commonwealth of Massachusetts Alcoholic Beverages Control Commission 239 Causeway Street, First Floor Boston, MA 02114

# **CORI REQUEST FORM**

JEAN M. LORIZIO, ESQ. CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC NUMBER:		LICENSEE !	NAME: 0	m Sairam Cor	р.				CITY/TOWN:	S. Grafton
APPLICANT INFORMATION										
LAST NAME: Naik			FIR	ST NAME:	Taral			N	IIDDLE NAME: S	
MAIDEN NAME OR AL	IAS (IF APPLICABLE	): N/A				PLAC	E OF BIF	RTH:	ndia	
DATE OF BIRTH:		SSN:	4			ID TH	IEFT IND	EX PIN (	IF APPLICABLE):	N/A
MOTHER'S MAIDEN N	AME: Naik		DRIVE	R'S LICENSE #:		)		s	FATE LIC. ISSUED:	Massachusetts
GENDER: MALE	HEIG	HT: 5	i	2	w	EIGHT:	160		EYE COLOR:	Black
CURRENT ADDRESS:										
CITY/TOWN:	Shrewsbury				STATE: M	A		ZIP:	D1545	
FORMER ADDRESS:										
CITY/TOWN:	Worcester				STATE: M	A		ZIP:	01560	
PRINT AND SIGN										
PRINTED NAME:	Taral S. Naik		A	APPLICANT/EM	1PLOYEE SIGI	NATURE:		1211	Mux	`
NOTARY INFORMATIO	ON .									
On this Thursda	ay, 15 March, 2	018 bef	ore me,	the undersig	gned notary	public,	person	ally ap	peared Taral S	5. Naik
(name of document signer), proved to me through satisfactory evidence of identification, which were										
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (be) (she) signed it voluntarily for its stated purpose.										
								J	NOTARY	

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORPAUTHORIZED EMPLOYEE

The DCRI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCII via mell or by fas to [617] 650–6514.

MATTHEW S. PORTER

Notary Public

Commonwealth of Massachusetts
My Commission Expires July 10, 2020



# Commonwealth of Massachusetts Alcoholic Beverages Control Commission 239 Causeway Street, First Floor Boston, MA 02114

# **CORI REQUEST FORM**

JEAN M. LORIZIO, ESQ. CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFOR	MATION
ABCC NUMBER:	LICENSEE NAME: Om Sairam Corp. CITY/TOWN: S. Grafton
APPLICANT INFORMA	TION
LAST NAME: Patel	FIRST NAME: Jignesh MIDDLE NAME: M
MAIDEN NAME OR AL	IAS (IF APPLICABLE): N/A PLACE OF BIRTH: India
DATE OF BIRTH:	SSN: ID THEFT INDEX PIN (1F APPLICABLE): N/A
MOTHER'S MAIDEN N	AME: Patel DRIVER'S LICENSE #: STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 5 WEIGHT: 204 EYE COLOR: Black
CURRENT ADDRESS:	
CITY/TOWN:	Leominster STATE: MA ZIP: 01453
FORMER ADDRESS:	58B Edge Hill Road
CITY/TOWN:	Waltham STATE: MA ZIP: 02451
PRINT AND SIGN	
PRINTED NAME:	Jignesh M. Patel APPLICANT/EMPLOYEE SIGNATURE:
NOTARY INFORMATIO	N .
On this Thursda	before me, the undersigned notary public, personally appeared Jignesh M. Patel
(name of document	signer), proved to me through satisfactory evidence of identification, which were MA DL
to be the person wh its stated purpose.	ose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for

<u>DIVISION USE</u>	ONLY
REQUESTED BY:	
	SIGNATURE OF CORFAUTHORIZED EMPLOYEE
PIN Number by the	t index PIN Number is to be completed by those applicants that have been issued an identity Thert DCIL Certified agencies are required to provide all applicants the opportunity to include this or the accuracy of the CDN request process. All CDNI request forms that include this field are
	and a the man of the second are seen and

## CORPORATE RESOLUTION

## SECRETARY'S CERTIFICATE

The undersigned, Secretary of Om Sairam Corp. (the "Corporation"), hereby certifies that at a special meeting of the Board of Directors of said Corporation duly called for the purpose at which meeting all of the required Directors and Stockholders were present and voting throughout, the following resolutions were properly adopted:

"Resolved: That the President and the Treasurer, be and each of them hereby is authorized and empowered on behalf of this Corporation:

To make, execute, seal, acknowledge and deliver, in the name of this Corporation, applications, forms, and all other instruments, documents and agreements required in connection with the transfer of 50% of the stock of the Corporation from Kalpeshkumar B. Patel to Jignesh M. Patel and naming Jignesh M. Patel as President, Treasurer, Secretary and Director.

I further certify that the foregoing resolution has not been altered, amended or rescinded but remains in full force and effect and that the persons currently authorized and empowered to act thereunder and their specimen signatures are as follows:

WITNESS my hand and the seal of said Corporation this _	day of April, 2018
T' 1 3 6 73 4 1	, Secretary
Jignesh M. Patel	

# VIEIRA & DIGIANFILIPPO LTD.

ATTORNEYS AT LAW

STEPHEN J. DIGIANFILIPPO\* DANIEL J. VIEIRA\* MATTHEW S. PORTER

480 TURNPIKE STREET SOUTH EASTON, MA 02375 TEL. (508) 238-2510 FACSINILE (508) 238-2309

\*Admitted in Massachusetts and Rhode Island

March 15, 2018

To whom it may concern,

Please be advised that the unsigned Promissory Note attached to the Application for Om Sairam Corp. will be signed upon the granting of the license transfer by the ABCC and the Town of Grafton.

Matthew S. Porter, Esq.

# **COMMERCIAL PROMISSORY NOTE**

\$97,500.00	March, 2018
Kalpeshkumar B. Patel, (the "Bank") at an o 00/100 (\$97,500.00) Dollars with interest the "Note" referred to in the Loan Agreemed (the "Agreement") and reference is made to	In Sairam Corp. (the "Borrower"), promises(s) to pay to the order of office of the Bank, the sum of Ninety Seven Thousand Five Hundred and hereon, in accordance with the provisions as indicated below. This Note is ent to which the Borrower and the Bank are parties dated the date hereof to said Agreement for additional terms applicable hereto. Capitalized defined herein but defined in the Agreement shall have the same meaning in the Agreement shall have the same shall have
	ncipal balance of this Note (based upon a year consisting of twelve (12) ted on the actual number of days elapsed) shall accrue at a fixed rate of
accrued thereon in Twenty Four (24) consecutive installment shall be due and payable day of each month thereafter. The final successions	pay all outstanding principal under this Note together with interest cutive monthly payments of principal and interest. The first such monthly and each subsequent installment shall be due on the like the monthly payment shall be due (the entire unpaid balance of principal plus all unpaid accrued interest.
<b>PREPAYMENT:</b> The Borrower may prepay	the loan in full at any time without premium or penalty.
payment of principal or interest on this Not other amounts payable hereunder, a late ch	ore than fifteen (15) days after the date due to make any installment e, the Borrower agrees to pay the Bank, upon demand, in addition to all narge equal to five percent (5%) of the payment due. Late charges are not or rebate or credited against any other amount due.
to demand shall be applied first, to any cost	FEMS: Any payments received by the Bank on account of this Note prior is, expenses, or charges then owed the Bank by the Borrower, second, to the unpaid principal balance hereof. Any payments so received after the Bank may determine.
option and without presentment, demand,	of any one or more of the following ("Events of Default"), at the Bank's notice or protest (all of which are hereby waived), the entire unpaid interest hereunder shall become immediately due and payable and Note if principal is due on demand:
•	ower to pay when due (or upon demand, if payable on demand) any or any other amount then owing by the Borrower to the Bank;

(b) the occurrence of any "Event of Default" under the Agreement.

RATE OF INTEREST UPON DEFAULT: The Borrower agrees to pay, upon default, interest on all amounts not paid when due (pursuant to the terms hereof, by acceleration or otherwise) at the per annum rate equal to the aggregate of (a) the interest rate which would otherwise be applicable in the absence of default (b) plus six (6%) percent.

<u>NO WAIVER</u>: No delay or omission by the Bank in exercising any of its powers, rights, privileges or remedies hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver. The Borrower waives presentment, demand, protest, and notices of any kind and assents to any extension or other indulgence (including, without limitation, the release or substitution of collateral) permitted the Borrower by the Bank with respect to this Note.

<u>EXPENSES</u>: The Borrower will pay on demand all reasonable attorneys' fees and out-of-pocket expenses incurred by the Bank in the administration or enforcement of this Note or the administration or enforcement of any collateral given the Bank to secure this Note (whether or not suit is instituted by or against the Bank).

**RELEASES; NO CONTRIBUTION:** The liabilities of the Borrower and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Bank of the Borrower or any one or more endorser or guarantor shall not release any other person obligated on account of this Note. No person obligated on account of this Note may seek contribution from any other person also obligated unless and until all liabilities to the Bank of the person from whom contribution is sought have been satisfied in full.

MAXIMUM RATE OF INTEREST: If, by the terms of this Note, the Borrower is at any time required or obligated to pay interest on the principal balance hereof at a rate in excess of the maximum rate which the Borrower is permitted by law to contract or agree to pay, the rate of interest under this Note shall be deemed to be immediately reduced to such maximum rate, and interest payable hereunder shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance hereof and not on account of the interest due hereunder.

<u>JURISDICTION, ETC.</u>: This Note shall be governed by the internal laws of the Commonwealth of Massachusetts, and shall take effect as a sealed instrument. The Borrower submits to the jurisdiction of the courts of the Commonwealth of Massachusetts for all purposes with respect to this Note, any collateral given to secure its liabilities to the Bank, or its relationships with the Bank.

**BINDING EFFECT:** This Note shall be binding upon the Borrower and upon its heirs, successors, assigns, and representatives, and shall inure to the benefit of the Bank and its successors and assigns.

IN ANY CASE, CONTROVERSY OR MATTER WHICH ARISES OUT OF, OR IS IN RESPECT OF, THIS NOTE AND/OR THE LOAN EVIDENCED HEREBY, THE BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY NOW EXISTING AND/OR HEREAFTER ARISING RIGHT TO A TRIAL BY JURY.

<u>COMPLETION OF NOTE</u>; <u>MISCELLANEOUS</u>: The Borrower authorizes the Bank to complete this Note if delivered incomplete in any respect. The use of headings in this Note is for convenience only and shall not limit in any manner the terms of this Note. All agreements and documents of any kind in the Bank's possession which relate to any loans from Bank to Borrower may be reproduced by the Bank by photographic, computer imaging, or similar process, and the Bank may destroy the original from which any documents was so reproduced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is

in existence and whether or not such reproduction was made in the regular course of business) and any enlargement, facsimile or further reproduction shall likewise be admissible in evidence. Any signatures of the Borrower upon any such agreement or document which are transmitted as a facsimile or as a scanned or pdf (portable document format) shall be deemed a valid and binding signature of the Borrower with the same effect as if a manually signed original signature.

IN WITNESS WHEREOF, this Commercial Promissory Note is executed under seal as of the date first above written.			
WITNESS:	OM SAIRAM CORP.		



# The Commonwealth of Massachusetts William Francis Galvin

No Fee

Secretary of the Commonwealth, Corporations Division One Ashburton Place, 17th floor Boston, MA 02108-1512 Telephone: (617) 727-9640

Statement of Change of	Supplementa	l Information
------------------------	-------------	---------------

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: OM SAIRAM CORP.

2.	Current	reaistered	office	address
-	OULIGHE	registered	UIIILE	auultaa

Name:

JIGNESH M. PATEL

No. and Street:

City or Town:

LEOMINISTER

State: MA

Zip: <u>01453</u>

Country: USA

- 3. The following supplemental information has changed:
- X Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name	Address (no PO Box)
,	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
PRESIDENT	JIGNESH M PATEL	LEOMINSTER, MA 01453 USA
TREASURER	JIGNESH M PATEL	LEOMINSTER, MA 01453 USA
SECRETARY	JIGNESH M PATEL	LEOMINSTER, MA 01453 USA
DIRECTOR	JIGNESH M PATEL	LEOMINSTER, MA 01453 USA
DIRECTOR	TARAL S. NAIK	WORCESTER, MA 01603 USA

	'
Fiscal year end:	
December	
Type of business in which the corporation intends to engage:	
OPERATE A LIQUOR STORE BUSINESS	

## X Principal office address:

No. and Street: City or Town:

<u>LEOMINSTER</u>

State: MA

Zip: <u>01453</u>

Country: <u>USA</u>

X g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

-	its principal office     an office of its secretary/assistant secretary	an office of its transfer agent its registered office
	Signed by <u>JIGNESH M. PATEL</u> , its <u>PRESIDER</u> on this 15 Day of March, 2018	<u>NT</u>
	© 2001 - 2018 Commonwealth of Massachusetts All Rights Reserved	

MA SOC Filing Number: 201894197270 Date: 3/15/2018 12:22:00 PM

# THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

March 15, 2018 12:22 PM

WILLIAM FRANCIS GALVIN

Statium Traing Jahris

Secretary of the Commonwealth



# The Commonwealth of Massachusetts William Francis Galvin

No Fee

Secretary of the Commonwealth, Corporations Division One Ashburton Place, 17th floor Boston, MA 02108-1512 Telephone: (617) 727-9640

Statement of Change of Supplemental Information	ange of Supplemental Informa	ation
---	------------------------------	-------

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45, 950 CMR 113.17)

1. Exact name of the corporation: OM SAIRAM CORP.

2. Current registered office address:

Name:

JIGNESH M. PATEL

No. and Street:

City or Town:

**LEOMINISTER** 

State: MA

Zip: 01453

Country: USA

3. The following supplemental information has changed:

X Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	KALPESHKUMAR B. PATEL	CHELMSFORD, MA 01824 USA
TREASURER	KALPESHKUMAR B. PATEL	CHELMSFORD, MA 01824 USA
SECRETARY	KALPESHKUMAR B. PATEL	CHELMSFORD, MA 01824 USA
DIRECTOR	KALPESHKUMAR B. PATEL	CHELMSFORD, MA 01824 USA
DIRECTOR	TARAL S. NAIK	WORCESTER, MA 01603 USA

December

\_\_ Type of business in which the corporation intends to engage:

#### OPERATE A LIQUOR STORE BUSINESS

X Principal office address:

No. and Street:

City or Town:

**CHELMSFORD** 

State: MA

Zip: <u>01824</u>

Country: <u>USA</u>

 $\underline{X}$  g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street:

City or Town:

which is

CHELMSFORD

State: MA

Zip: 01824

Country: <u>USA</u>

	<ul> <li>x its principal office</li> <li>an office of its transfer agent</li> <li>its registered office</li> </ul>	
HI II	Signed by <u>KALPESHKUMAR B. PATEL</u> , its <u>PRESIDENT</u> on this 15 Day of April, 2014	
	© 2001 - 2014 Commonwealth of Massachusetts All Rights Reserved	

MA SOC Filing Number: 201481718970 Date: 4/15/2014 2:25:00 PM

## THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

April 15, 2014 02:25 PM

WILLIAM FRANCIS GALVIN

Italian Frain Dalies

Secretary of the Commonwealth

MA SOC Filing Number: 201480899670 Date: 4/7/2014 5:25:00 PM



## The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division One Ashburton Place, 17th floor Boston, MA 02108-1512 Telephone: (617) 727-9640

#### **Articles of Organization**

(General Laws, Chapter 156D, Section 2 02, 950 CMR 113.16)

Federal Employer Identification Number: (must be 9 digits)

#### ARTICLE I

The exact name of the corporation is:

#### OM SAIRAM CORP.

#### **ARTICLE II**

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose;

#### **ARTICLE III**

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter <b>0</b> if no Par		zed by Articles or Amendments Total Par Value	Total Issued and Outstanding Num of Shares
CNP	\$0,00000	1,000	\$0,00	200

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

#### **ARTICLE IV**

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

THE TOTAL NUMBER OF SHARES OF ALL CLASSES OF STOCK WHICH THE CORPORATION S HALL HAVE AUTHORITY TO ISSUE IS 1,000, CONSISTING OF 1,000 SHARES OF COMMON ST OCK. NO PAR VALUE PER SHARE ("COMMON STOCK") THE FOLLOWING IS A STATEMENT O F THE DESIGNATORS AND THE POWERS, PRIVILEGES AND RIGHTS, AND THE QUALIFICATIO NS, LIMITATIONS OR RESTRICTIONS THEREOF IN RESPECT OF EACH CLASS OF CAPITAL ST OCK OF THE CORPORATION. COMMON STOCK 1. GENERAL. THE VOTING, DIVIDED AND LI **QUIDATION RIGHTS OF THE HOLDERS OF THE COMMON STOCK ARE SUBJECT TO AND QU** ALIFIED BY THE RIGHTS OF THE HOLDERS OF THE PREFERRED STOCK OF ANY SERIES AS M

AY BE DESIGNATED BY THE BOARD OF DIRECTORS UPON ANY ISSUANCE OF THE PREFERR ED STOCK OF ANY SERIES. 2. VOTING. THE HOLDERS OF THE COMMON STOCK ARE ENTIT LED TO ONE VOTE FOR EACH SHARE HELD AT ALL MEETINGS OF STOCKHOLDERS (AND W RITTEN ACTIONS IN LIEU OF MEETINGS). THERE SHALL BE NO CUMULATIVE VOTING. 3. DI VIDENDS. DIVIDENDS MAY BE DECLARED AND PAID ON THE COMMON STOCK FROM FUN DS LAWFULLY AVAILABLE THEREFOR AS AND WHEN DETERMINED BY THE BOARD OF DIR ECTORS AND SUBJECT TO ANY PREFERENTIAL DIVIDEND RIGHTS OF ANY THEN OUTSTAN DING PREFERRED STOCK. 4. LIQUIDATION. UPON THE DISSOLUTION OR LIQUIDATION OF THE CORPORATION, WHETHER VOLUNTARY OR INVOLUNTARY, HOLDERS OF COMMON STOCK WILL BE ENTITLED TO RECEIVE ALL ASSETS OF THE CORPORATION AVAILABLE FOR DISTRIBUTION TO ITS STOCKHOLDERS. SUBJECT TO ANY PREFERENTIAL RIGHTS OF ANY THEN OUTSTANDING PREFERRED STOCK.

#### **ARTICLE V**

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ANY STOCKHOLDER, INCLUDING THE HEIRS, ASSIGNS, EXECUTORS OR ADMINISTRATORS OF A DECEASED STOCKHOLDER, DESIRING TO SELL OR TRANSFER SUCH STOCK OWNED B Y HIM OR THEM. SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOARD OF DIRECTORS, IN THE MANNER FOLLOWING: HE/SHE SHALL NOTIFY THE DIRECTORS OF HIS/ HER DESIRE TO SELL OR TRANSFER BY NOTICE IN WRITING, WHICH NOTICE SHALL CONTA IN THE PRICE AT WHICH HE/SHE IS WILLING TO SELL OR TRANSFER AND THE NAME OF ON E ARBITRATOR. THE DIRECTORS SHALL WITHIN THIRTY DAYS THEREAFTER EITHER ACCEP T THE OFFER, OR BY NOTICE TO HIM/HER IN WRITING, NAME A SECOND ARBITRATOR, AN D THESE TWO SHALL NAME A THIRD. IT SHALL THEN BE THE DUTY OF THE ARBITRATORS T O ASCERTAIN THE VALUE OF THE STOCK. AFTER THE ACCEPTANCE OF THE OFFER, OR TH E REPORT OF THE ARBITRATORS AS TO THE VALUE OF THE STOCK, THE DIRECTORS SHALL HAVE THIRTY DAYS WITHIN WHICH TO PURCHASE THE SAME AT SUCH VALUATION, BUT I F AT THAT EXPIRATION OF THIRTY DAYS. THE CORPORATION SHALL NOT HAVE EXERCISE D THE RIGHT TO PURCHASE, THE OWNER OF THE STOCK SHALL BE AT LIBERTY TO DISPOS E OF THE SAME IN ANY MANNER HE/SHE MAY SEE FIT. NO SHARES OF STOCK SHALL BE S OLD OR TRANSFERRED ON THE BOOKS OF THE CORPORATION UNTIL THESE PROVISIONS HAVE BEEN COMPLIED WITH, BUT THE HOLDER OR HOLDERS OF THE MAJORITY OF THE ST OCK ISSUED AND OUTSTANDING MAY IN ANY PARTICULAR INSTANCE WAIVE THE REQUI REMENT.

#### **ARTICLE VI**

Other lawful provisions, and if there are no provisions, this article may be left blank.

OTHER LAWFUL PROVISIONS, IF ANY, FOR THE CONDUCT AND REGULATION OF THE BUSI NESS AND AFFAIRS OF THE CORPORATION, FOR ITS VOLUNTARY DISSOLUTION, OR FOR L IMITING, DEFINING, OR REGULATING THE POWERS OF THE CORPORATION OR OF ITS DIRE CTORS OR STOCKHOLDERS. OR OF ANY CLASS OF STOCKHOLDERS. 6A. LIMITATION OF DIRECTOR LIABILITY A DIRECTOR OF THIS CORPORATION SHALL NOT BE PERSONALLY LIAB LE TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR, NOTWITHSTANDING ANY PROVISION OF LAWS IM POSING SUCH LIABILITY, EXCEPT FOR LIABILITY (I) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR STOCKHOLDERS. (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (III) FOR IMPROPER DISTRIBUTIONS UNDER SECTION 6.40 OF CHAP TER 156D OF THE MASSACHUSETTS GENERAL LAWS OR (IV) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. NO AMENDMENT TO OR REPEAL OF THIS PROVISION SHALL APPLY TO OR HAVE ANY EFFECT ON THE LIABILITY OR ALLEGED LIABILITY OF ANY DIRECTOR OF THE CORPORATION FOR OR WITH RESPE

CT TO ANY ACTS OR OMISSIONS OF SUCH DIRECTOR OCCURRING PRIOR TO SUCH AMEND MENT. 6B. INDEMNIFICATION 1. THE CORPORATION SHALL, TO THE FULLEST EXTENT PER MITTED BY THE APPLICABLE PROVISIONS OF CHAPTER 156D OF THE MASSACHUSETTS GE NERAL LAWS, AS AMENDED FROM TIME TO TIME, INDEMNIFY EACH PERSON WHO WAS O R IS A PARTY OR IS THREATENED TO BE MADE A PARTY TO ANY THREATENED, PENDING O R COMPLETED ACTION, SUIT OR PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATI <u>VE OR INVESTIGATIVE, BY REASON OF THE FACT THAT HE IS OR WAS, OR HAS AGREED TO</u> BECOME, A DIRECTOR OR OFFICER OF THE CORPORATION, OR IS OR WAS, OR HAS AGREE D TO BECOME, A DIRECTOR OR OFFICER OF THE CORPORATION, OR IS OR WAS SERVING, OR HAS AGREED TO SERVE, AT THE REQUEST OF THE CORPORATION, AS A DIRECTOR OF O FFICER OF, OR IN A SIMILAR CAPACITY WITH, ANOTHER ORGANIZATION OR IN ANY CAPA CITY WITH RESPECT TO ANY EMPLOYEE BENEFIT PLAN OF THE CORPORATION. OR BY REA SON OF ANY ACTION ALLEGED TO HAVE BEEN TAKEN OR OMITTED IN SUCH CAPACITY, A GAINST ALL EXPENSES (INCLUDING ATTORNEY FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT INCURRED BY HIM OR ON HIS BEHALF IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING AND ANY APPEAL THEREFROM, UNLESS SUCH PERSON SH <u>ALL BE FINALLY ADJUDICATED IN SUCH ACTION. SUIT OR PROCEEDING NOT TO HAVE AC</u> <u>TED IN [GOOD FAITH IN THE REASONABLE BELIEF THAT HIS ACTION WAS IN THE BEST INT</u> ERESTS OF THE CORPORATION OR, THAT HIS CONDUCT WAS AT LEAST NOT OPPOSED TO THE BEST INTERESTS OF THE CORPORATION AND IN THE CASE OF ANY CRIMINAL PROCEE DINGS HE HAD REASONABLE CAUSE TO BELIEVE HIS CONDUCT WAS UNLAWFUL OR TO T HE EXTENT SUCH MATTER RELATES TO SERVICE WITH RESPECT TO AN EMPLOYEE BENEFI T PLAN, IN THE BEST INTERESTS OF THE PARTICIPANTS OR BENEFICIARIES OF SUCH EMPL OYEE BENEFIT PLAN OR HIS CONDUCT AT LEAST NOT OPPOSED TO THE BEST INTERESTS OF THE CORPORATION.] 2. NOTWITHSTANDING THE PROVISIONS OF SECTION 1 OF THIS A RTICLE 6B, IN THE EVENT THAT A PENDING OR THREATENED ACTION, SUIT OR PROCEEDIN G IS COMPROMISED OR SETTLED IN A MANNER WHICH IMPOSES ANY LIABILITY OR OBLIG ATION UPON ANY PERSON IN A MATTER FOR WHICH SUCH PERSON WOULD OTHERWISE B E ENTITLED TO INDEMNIFICATION HEREUNDER. NO INDEMNIFICATION SHALL BE PROVID ED TO SUCH PERSON WITH RESPECT TO SUCH MATTER IF IT IS DETERMINED. PURSUANT T O SECTION 4 OF THIS ARTICLE 6B, ON THE BASIS OF FACTS KNOWN AT THAT TIME (WITH OUT\_INDEPENDENT INVESTIGATION). THAT SUCH PERSON DID NOT ACT IN [GOOD FAITH I N THE REASONABLE BELIEF THAT HIS ACTION WAS IN THE BEST INTERESTS OF THE CORP ORATION OR. THAT HIS CONDUCT WAS AT LEAST NOT OPPOSED TO THE BEST INTERESTS OF THE CORPORATION AND IN THE CASE OF ANY CRIMINAL PROCEEDINGS HE HAD REAS ONABLE CAUSE TO BELIEVE HIS CONDUCT WAS UNLAWFUL OR TO THE EXTENT SUCH MA TTER RELATES TO SERVICE WITH RESPECT TO AN EMPLOYEE BENEFIT PLAN, IN THE BEST I NTERESTS OF THE PARTICIPANTS OR BENEFICIARIES OF SUCH EMPLOYEE BENEFIT PLAN OR HIS CONDUCT AT LEAST NOT OPPOSED TO THE BEST INTERESTS OF THE CORPORATIO N.] 3. INDEMNIFICATION MAY INCLUDE PAYMENT BY THE CORPORATION OF EXPENSES I N DEFENDING AN ACTION OR PROCEEDING IN ADVANCE OF THE FINAL DISPOSITION OF S UCH ACTION OR PROCEEDING UPON RECEIPT OF AN AFFIRMATION AND UNDERTAKING A <u>S REQUIRED IN SECTION 8.53 OF CHAPTER 156D OF THE MASSACHUSETTS GENERAL LAWS</u> BY THE PERSON INDEMNIFIED THAT HE ACTED IN A GOOD FAITH BELIEF HE HAS MET THE RELEVANT STANDARD OF CONDUCT DESCRIBED IN SECTION 8.51 OF CHAPTER 156D OF TH <u>E MASSACHUSETTS GENERAL LAWS TO REPAY SUCH PAYMENT IF IT IS ULTIMATELY DETE</u> RMINED THAT SUCH PERSON IS NOT ENTITLED TO INDEMNIFICATION UNDER THIS ARTICL E 6B, WHICH UNDERTAKING MAY BE ACCEPTED WITHOUT REFERENCE TO THE FINANCIAL ABILITY OF SUCH PERSON TO MAKE SUCH REPAYMENT. 4. ANY DETERMINATION OF WHE THER A PERSON IS ENTITLED TO INDEMNIFICATION PURSUANT TO SECTION 2 OF THIS AR TICLE 6B SHALL BE MADE BY: (A) A MAJORITY VOTE OF A QUORUM OF THE DIRECTORS OF <u>THE CORPORATION CONSISTING OF PERSONS WHO ARE NOT AT THAT TIME PARTIES TO T</u> HE ACTION, SUIT OR PROCEEDING IN QUESTION ("DISINTERESTED DIRECTOR"), (B) IF NO S <u>UCH QUORUM</u> IS OBTAINABLE. A MAJORITY VOTE OF A COMMITTEE OF TWO OR MORE DI

SINTERESTED DIRECTORS, (C) A MAJORITY VOTE OF A QUORUM OF THE OUTSTANDING SH ARES OF STOCK OF ALL CLASSES ENTITLED TO VOTE FOR DIRECTORS, VOTING AS A SING LE CLASS, WHICH QUORUM SHALL CONSIST OF STOCKHOLDERS WHO ARE NOT AT THAT TIME PARTIES TO THE ACTION, SUIT OR PROCEEDING IN QUESTION, (D) INDEPENDENT LEG AL COUNSEL (WHO MAY BE REGULAR LEGAL COUNSEL TO THE CORPORATION) APPOINTE D FOR SUCH PURPOSE BY VOTE OF THE DIRECTORS IN THE MANNER SPECIFIED IN CLAUSE (A) OR (B) ABOVE, OR (E) A COURT OF COMPETENT JURISDICTION. 5. THE CORPORATION S HALL NOT INDEMNIFY ANY SUCH PERSON SEEKING INDEMNIFICATION IN CONNECTION WITH A PROCEEDING (OR PART THEREOF) INITIATED BY SUCH PERSON UNLESS THE INITIA TION THEREOF WAS APPROVED BY THE BOARD OF DIRECTORS OF THE CORPORATION. 6. T HE INDEMNIFICATION RIGHTS PROVIDED IN THIS ARTICLE (I) SHALL NOT BE DEEMED EXC LUSIVE OF ANY OTHER RIGHTS TO WHICH THOSE INDEMNIFIED MAY BE ENTITLED UNDER ANY LAW, AGREEMENT OR VOTE OF STOCKHOLDERS OR DISINTERESTED DIRECTORS OR OTHERWISE, AND (II) SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMI NISTRATORS OF SUCH PERSONS. THE CORPORATION MAY, TO THE EXTENT AUTHORIZE FR OM TIME TO TIME BY ITS BOARD OF DIRECTORS, GRANT INDEMNIFICATION RIGHTS TO TH E OTHER EMPLOYEES OR AGENTS OF THE CORPORATION OR OTHER PERSONS SERVING TH E CORPORATION AND SUCH RIGHTS MAY BE EQUIVALENT TO, OR GREATER OR LESS THA N. THOSE SET FORTH IN THIS ARTICLE 6B. 6C. OTHER PROVISIONS (A) THE DIRECTORS MA Y MAKE, AMEND, OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISIONS OF SUCH BYLAWS WHICH BY LAW OR THESE ARTICLES OR THE BYL AWS REQUIRES ACTION BY THE STOCKHOLDERS. (B) MEETINGS OF THE STOCKHOLDERS OF THE CORPORATION MAY BE HELD ANYWHERE IN THE UNITED STATES. (C) THE CORPOR ATION SHALL HAVE THE POWER TO BE A PARTNER IN ANY BUSINESS ENTERPRISE WHICH THIS CORPORATION WOULD HAVE THE POWER TO CONDUCT BY ITSELF. (D) THE CORPOR <u>ATION, BY VOTE OF A MAJORITY OF THE STOCK OUTSTANDING AND ENTITLED TO VOTE T</u> HEREON (OR IF THERE ARE TWO OR MORE CLASSES OF STOCK ENTITLED TO VOTE AS SEP ARATE CLASSES, THEN BY VOTE OF A MAJORITY OF EACH SUCH CLASS OF STOCK OUTST ANDING). MAY (I) AUTHORIZE ANY AMENDMENT TO ITS ARTICLES OF ORGANIZATION PUR SUANT TO SECTION 10.03 OF CHAPTER 156D OF THE MASSACHUSETTS GENERAL LAWS, AS AMENDED FROM TIME TO TIME: (II) AUTHORIZE THE SALE, LEASE OR EXCHANGE OF ALL O R SUBSTANTIALLY ALL OF ITS PROPERTY AND ASSETS, INCLUDING ITS GOODWILL, PURSU ANT TO SECTION 12.02 OF CHAPTER 156D OF THE MASSACHUSETTS GENERAL LAWS, AS A MENDED FROM TIME TO TIME; AND (III) APPROVE AN AGREEMENT OF MERGER OR CONSO LIDATION PURSUANT TO SECTION 11.06 OF CHAPTER 156D OF THE MASSACHUSETTS GENE RAL LAWS, AS AMENDED FROM TIME TO TIME.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

#### **ARTICLE VII**

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: Time:

#### **ARTICLE VIII**

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: JIGNESH M. PATEL No. and Street: **71 WEBBER STREET** City or Town: **LEOMINISTER** State: MA Country: USA Zip: 01453 c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location): Title Individual Name Address (no PO Box) First, Middle, Last, Suffix Address, City or Town, State, Zip Code PRESIDENT JIGNESH M. PATEL LEOMINISTER, MA 01453 USA **TREASURER** JIGNESH M. PATEL LEOMINISTER, MA 01453 USA SECRETARY JIGNESH M. PATEL LEOMINISTER, MA 01453 USA DIRECTOR JIGNESH M. PATEL LEOMINISTER, MA 01453 USA DIRECTOR TARAL S. NAIK WORCESTER, MA 01603 USA d. The fiscal year end (i.e., tax year) of the corporation: December e. A brief description of the type of business in which the corporation intends to engage: OPERATE A LIQUOR STORE BUSINESS f. The street address (post office boxes are not acceptable) of the principal office of the corporation: No. and Street: City or Town: LEOMINISTER State: MA Zip: <u>01453</u> Country: USA g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable): No. and Street: City or Town: LEOMINISTER State: MA Zip: 01453 Country: <u>USA</u> which is X its principal office an office of its transfer agent an office of its secretary/assistant secretary its registered office Signed this 7 Day of April, 2014 at 5:28:24 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.) JIGNESH M. PATEL

W

MA SOC Filing Number: 201480899670 Date: 4/7/2014 5:25:00 PM

## THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

April 07, 2014 05:25 PM

WILLIAM FRANCIS GALVIN

Hettian Frain Dalies

Secretary of the Commonwealth

# OM SAIRAM CORPORATION STOCK SALE AGREEMENT

Agreement made as of this 15<sup>th</sup> day of March, 2018, by and between Kalpeshkumar B. Patel, an individual with a mailing address of the control of the contro

#### WITNESSETH

Whereas, Seller as owner of Fifty (50%) percent of the issued and outstanding shares of the stock of Company (hereinafter called "the Stock") is desirous of selling his Fifty (50%) percent of the issued and outstanding shares of the stock of Company; and

Whereas, Buyer is desirous of acquiring Fifty (50%) percent of the issued and outstanding shares of the stock of Company;

Now, Therefore, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

- 1. SALE OF THE STOCK: Subject to the terms and conditions hereof, Seller shall transfer to Buyer, and Buyer shall acquire from Seller all of the Stock.
- 2. SELLER'S REPRESENTATIONS AND WARRANTIES: Seller represents, warrants and agrees to and with Buyer that:
  - (a) Company is a corporation duly organized and existing and in good standing under the laws of the State of Massachusetts, has the corporate power to own its properties and to carry on its business as now being conducted and is duly qualified to do business and is in good standing in every state in which the nature of the business conducted by it makes such qualifications necessary;
  - (b) There is no action or proceeding or governmental investigation pending or, to the knowledge of Company, threatened against Company before any court or administrative agency, the determination of which might result in any material adverse change in the business of Company or in the value of the assets;
  - (c) Company has no outstanding funded debt or liability for borrowed money except those set forth in Exhibit B attached hereto and made a part hereof;
  - (d) Company has good and marketable title to the assets described in Exhibit A attached hereto and made a part hereof free from all encumbrances except those set forth in Exhibit B attached hereto and made a part hereof;
  - (e) Company is not a party to any contract or agreement or subject to any charter or other corporate restriction which materially and adversely affects its business, properties, assets, or financial condition, and neither the execution nor delivery of this agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of the terms hereof, nor compliance with the terms and provisions hereof will conflict with

representation of the re-

- 3. PURCHASE PRICE OF THE STOCK: The agreed purchase price for the Stock is Twenty-Five Thousand (\$25,000.00) Dollars plus the Seller's share of inventory, estimated at Ninety-Seven Thousand Five Hundred (\$97,500.00) Dollars. Seller will finance the inventory amount over a 2-year interest free note. Buyer shall also assume responsibility of the loan listed on Exhibit B.
- 4. THE CLOSING: Sale of the Stock and payment therefor and other acts to be done within seven (7) days of the granting of the Transfer of Stock by the ABCC and the Town of Grafton. Based upon the foregoing and subject to the terms and conditions herein set forth, the parties hereby agree that at the closing:
  - (a) Buyer will deliver to Seller the checks, notes and executed agreement specified in paragraphs 3 and 4;
  - (b) Seller will deliver to Buyer (i) all the corporate books of the Company, (ii) duly executed stock power transferring all of the stock of the Company to Buyer (Exhibit C) and (iii) written resignations of all officers and directors of Company in form acceptable to Buyer (Exhibit D).
- 5. INDEMNIFICATION AND SET-OFF: Seller agrees to and shall indemnify Buyer and its successors and assigns, in respect of any damage or deficiency resulting from any misrepresentation, breach of warranty, or nonfulfillment of any agreement on the part of Seller under this Agreement, or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Buyer hereunder. Seller shall indemnify Buyer from any claims or damages arising prior to the Closing Date.
- 6. ADDITIONAL CONDITIONS: The obligations of Buyer under this Agreement are subject to and conditional upon the fulfillment, prior to or on the Closing Date, of each of the following conditions:
  - (a) The representations and warranties of Seller contained in this Agreement shall be true on the Closing Date as though such representations and warranties had been made at and as of such time.
  - (b) Seller shall have performed and complied with all conditions and agreements required by this Agreement to be performed or complied with by them prior to or on the Closing Date.
  - (c) Since the execution date of this agreement, the assets, properties and business of Company shall not have been materially or adversely affected as a result of fire, explosion, accident, strike, lockout, flood, drought, embargo, war, riot or act of God or the public enemy.
  - (d) On the Closing Date Company shall not be a party to, or to the best of their knowledge threatened with, any material litigation or legal proceeding before or investigation by any governmental agency, except the environmental impact study as previously discussed.
  - (e) Seller shall have delivered to Buyer a certificate dated on the Closing Date certifying that the conditions specified in this paragraph 7 have been fulfilled, and that the

representations made in paragraph 2 of this Agreement are true and correct as of the time of the closing.

- (f) The assets listed in Exhibit A are still owned by Company on the Closing Date.
- (g) Approval of the Transfer of Stock by the ABCC and the Town of Grafton.
- 7. BUSINESS CONDUCT PRIOR TO CLOSING: From the date of this agreement and until the closing:
  - (a) Company's business shall be conducted only in the ordinary course;
  - (b) No change shall be made in Company's Articles of Organization or By-Laws except as may be first approved in writing by Buyer;
  - (c) No dividend or other distribution or payment shall be declared or made in respect of Company's capital stock, nor will Company directly or indirectly redeem, purchase or otherwise acquire any of such stock, except as may be first approved in writing by Buyer;
- 8. SURVIVAL OF REPRESENTATIONS: All representations and warranties made in this Agreement or in any certificate delivered or deliverable at the closing by any party shall survive the Closing Date and shall remain operative and in full force and effect notwithstanding any investigation on the part of any party. Every statement made in any certificate, opinion or letter delivered or deliverable to any party or to counsel for any party on the Closing Date shall be deemed a representation and warranty made in this agreement by the party by whom such item is delivered or deliverable. Every such statement made by an officer, agent, counsel or accountant shall be deemed a representation and warranty made by the party employing or retaining the maker of the statement.
- 9. CONSTRUCTION OF AGREEMENT: This Agreement is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by Seller Buyer and Company.
- 10. NOTICES: All notices, requests, demands and other communications hereunder shall be in writing and shall be if mailed first class postage prepaid
  - (i) if to Seller to the address described in the opening paragraph of this agreement;
  - (ii) if to Company to the address described in the opening paragraph of this agreement; and
  - (iii) if to Buyer to the address described in the opening paragraph of this agreement.
- 11. DEPOSIT: Intentionally Omitted

- 12. DEFAULT: In the event one or more of the conditions set forth in paragraph 7 have not been fulfilled at the closing then, at the Buyer's discretion, the deposit made by Buyer under paragraph 13 shall be immediately refunded and all other obligations of all of the parties hereto shall cease and this agreement shall be void and without recourse to any of the parties hereto. The Buyer shall have the election to continue on with the agreement despite any breach.
- 13. EXHIBITS: The following exhibits are attached hereto and made a part hereof:

Exhibit A – List of Assets

Exhibit B – List of Encumbrances on Assets

Exhibit C - Stock Power

Exhibit D – Resignations of Seller

- 14. COUNTERPARTS: This agreement may be executed simultaneously in four or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15. OUTSTANDING ENCUMBRANCES: The parties acknowledge that the Company has certain loans and other encumbrances outstanding, and some of those encumbrances have Seller listed as a guarantor. Upon the closing date, the Buyer and the Company shall become responsible for the payment of such encumbrances and, within 2 months of the Closing Date, Buyer and the Company shall take the necessary steps to remove the Seller as a guarantor on all notes, or refinance said notes in such a way that the Seller's name is removed as guarantor.

In Witness Whereof, the parties have duly executed this agreement under seal as of the date first above written.

SELLER: Kelposnpool

Kalpeshkumar B, Patel

^

linnesh M. Patel

On Behalf of the Company

Om Sairam Corp.

By: Kal Pesh . Pater

Kalpeshkumar B. Patel

President

Kalpeshkumar B. Patel President

#### EXHIBIT A

#### ASSETS OF THE COMPANY

All of the assets, properties, business and rights of Company of every kind and description. whether tangible, intangible, real, personal or mixed, and all real estate, certificates of deposit, stock certificates, accounts receivable, notes receivable, securities, inventory, prepaid expenses, tax refunds, furniture, fixtures, machinery, automobiles, equipment, tools, supplies, trade secrets, claims and rights under contracts, leasehold improvements, rights to the corporate names or any variants thereof and all other names, trademarks or slogans used by Company in connection with its business or products and all of the operations books and records of Company relating to its business, including without limitation customer lists, lists of suppliers, mailing lists, files and delivery receipts relating to accounts receivable, business forms and stationery, it being the intention of the parties that the "Assets" include, and BUYER is acquiring hereunder, all of Company's assets, properties and rights used or usable in the conduct of their respective businesses, and such businesses themselves, whether or not the same are reflected in any financial information of the Company or SELLER, including without limitation the financial statements furnished to BUYER pursuant to this Agreement, or specifically disclosed in any schedule furnished to BUYER pursuant to this Agreement. Specifically including, but not limited to the business located 43 Main Street, Grafton, MA 01560.

# EXHIBIT B ENCUMBRANCES OF THE COMPANY

Bhungalia LLC - \$300,000.00

# STOCK POWER

KNOW ALL MEN BY THESE PRESENTS That I, the undersigned, For Value Received, have bargained, sold, assigned and transferred, and by these presents do bargain, sell, assign and transfer to Jignesh M. Patel 50% of the shares of the COMMON STOCK of Om Sairam Corp. standing in my name on the books of the said Corporation.

In V day of Maı	Vitness Whereof, we have hereunto set my hand and seal as of this ch, 2018	_
Witness:		
	8)	
	Kalpeshkumar B. Patel	

# EXHIBIT D

# RESIGNATION

March, 2018
To the Stockholders and Directors of Om Sairam Corp.
I, Kalpeshkumar B. Patel, hereby resign as President, Treasurer, Secretary and Director of Om Sairam Corp. effective immediately.
Sincerely,
Kalpeshkumar B. Patel



# CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



## Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, OM SAIRAM CORP is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

# What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

#### Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message

dud b. Cylor

- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief

Collections Bureau

# SCHEDULE ITEM 1D: PUBLIC HEARING: CHAPTER 61A – VOTE TO EXERCISE FIRST RIGHT OF REFUSAL – 43 ESTABROOK ROAD (CONT. FROM 3/20/18)

## **FIRST MOTION:**

I MOVE the Board vote to close the Public Hearing for 73 Rear Old Westboro Road, formally referred to as 43 Estabrook Road.

**SECOND MOTION:** (If the Board so chooses to exercise its right of first refusal)

I MOVE the Board vote to exercise its first right of refusal for 73 Rear Old Westboro Road, formally referred to as 43 Estabrook Road, and send the current owner notice of intent.

# **NOTES:**

This hearing is a continuation from 3/20 meeting. Below are the approved minutes from that discussion:

Mr. McInerney noted that there was unknown potential for development from someone trying to cobble several lots together in this area. He suggested the low cost of the property. Mr. Cournoyer, DPW Director joined the discussion and noted the old Road that is present on the adjacent property. He suggested to check the frontage on several adjacent roads which could provide access.

**MOTION** by Mr. Hanna, **SECOND** by Mrs. Thomas, to continue the Public Hearing for 43 Estabrook Road to April 17, 2018. **MOTION** carried unanimously 5 to 0.

The most recent proposal was submitted on March 27, 2018 putting the 120-day deadline at July 25, 2018.



# OFFICE OF THE TOWN ADMINISTRATOR

30 Providence Road Grafton, MA 01519 (508) 839-5335

Town Administrator: *Timothy P. McInerney* mcinerneyt@grafton-ma.gov www.grafton-ma.gov

RECEIVED TOWN CLERN GRAFTON, MA 2018 APR -2 PM 3: 13

March 1, 2018

## LEGAL NOTICE TOWN OF GRAFTON



The Grafton Board of Selectmen will conduct a public hearing on April 17, 2018 at 7:00 p.m. at the Grafton Municipal Center, Conference Room A to consider whether or not to exercise the Town's right of first refusal under MGL C.61A,§14 to acquire from Knowlton Farms Nominee Trust 4.45 acres of land as described on Assessor's Map 39 Parcel 4 and situation at 73 Rear Old Westboro Road for a bona fide offer of \$1000.

Notice from the seller is on file in the Selectmen/Town Administrator's office and available online at www.grafton-ma.gov. Comments thereon may be submitted in writing to the Selectmen/Town Administrator's office by noon on April 17, 2018 or in person at the hearing.

Grafton Board of Selectmen

Publish <u>Grafton News</u> April 5th, 2018

# Law Office of LAUREN P. SMITH

MAR 2 7 2018

BOARD OF SELECTMEN GRAFTON, MA

TEL: (508) 366-8055 FAX: (508) 366-7549

29 CHURCH STREET WESTBORO, MA 01581-1920

March 20, 2018

Town of Grafton Board of Selectmen 30 Providence Road Grafton, MA 01519

Town of Grafton Planning Board 30 Providence Road Grafton, MA 01519 Town of Grafton Board of Assessors 30 Providence Road Grafton, MA 01519

Town of Grafton Conservation Commission 30 Providence Road Grafton, MA 01519

State Forester c/o Commissioner Department of Conservation and Recreation 251 Causeway Street, Suite 900 Boston, MA 02114-2104

Re: Owner - Knowlton Farms Nominee Trust
Property - Parcel A area 4.45 ± acres located shown on Plan of Land of
Assessors Map 39, Parcel 4 in Grafton Mass.
Parcel ID - Map 39, Parcel 4
Notice of Intent to Sell pursuant to M.G.L. Chapter 61A, Section 14

Dear Town of Grafton Chairpersons and State Forester:

Please be advised that this office represents Patricia Knowlton, Trustee of the Knowlton Farms Nominee Trust (Knowlton Farms), of 43 Estabrook Street, Grafton, owner of a 4.45 acre parcel of property currently designated as agricultural property under MGL Chapter 61A. Please be further advised that Knowlton Farms has received a bona fide offer to purchase said lot.

The lot is depicted as Parcel A on the attached plan of land recorded with the Worcester District Registry of Deeds on October 31, 2017, in Plan Book 930, Plan 124, and is a portion of the land identified by Assessor's Map 39, Parcel 4. Knowlton Farms has entered into a Purchase and Sale Agreement, see enclosed certified copy, for the sale of said Lot, for a purchase price of \$1,000.00. This property has had no road access since the Massachusetts Turnpike was constructed.

Notice of Intent to Sell is hereby given to the Town of Grafton as set forth in the Section 14 of M.G.L. chapter 61A. Please reply to this office on or before 120 days from your receipt of the Notice of Intent to Sell, and feel free to contact this me if you require further information, or if you have any questions regarding this matter.

In the event the Town of Grafton waives its rights under M.G.L. Ch. 61, please sign the enclosed Waiver of Right of First Refusal and return the same to this office at your earliest convenience.

Very truly yours,

Lauren P. Smith, Esq.

Encl: recorded plan, certified copy of Purchase and Sale Agreement, assessor's property record card, Release of First Refusal

Cc: Patricia Knowlton, Trustee

#### All notices sent via Certified Mail

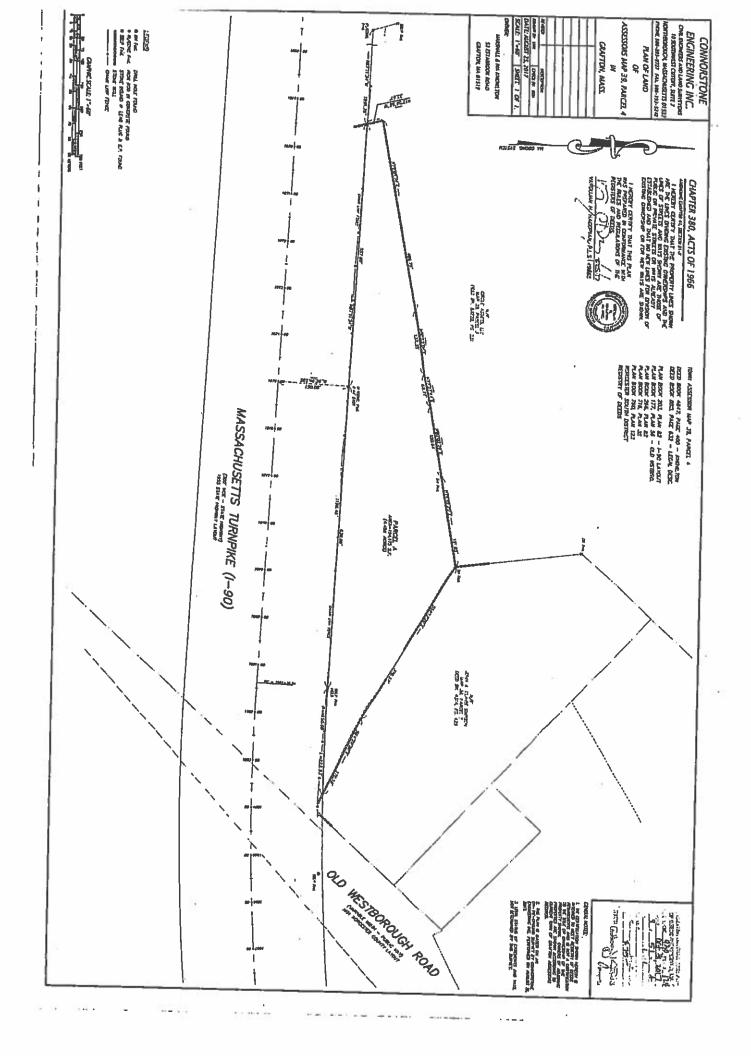
 Board of Selectmen
 7000 1670 0006 8760 4453

 Planning Board
 7000 1670 0006 8760 4446

 Board of Assessors
 7000 1670 0006 8760 4439

 Conservation Commission
 7000 1670 0006 8760 4422

 State Forester c/o Commissioner DCR 7000 1670 8760 4408



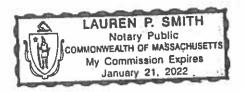
## COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this Dday of MARCIL , 2018, I hereby certify that the following attached document is a true, exact, complete and unaltered copy made by me of the signed Purchase and Sale Agreement, presented to me.

Notary Public

My Commission expires:



# RESIDENTIAL PURCHASE AND SALE AGREEMENT

- I. PARTIES AND MAILING ADDRESSES (fill in)
- 2. DESCRIPTION
  (fill in and include
  title reference)
- 3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

(fill in or delete)

4. TITLE DEED

(fill in)
\*Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER's breach of SELLER's covenants in leases, where necessary

- 5. PLANS
- 6. REGISTERED TITLE
- PURCHASE PRICE (fill in); space is allowed to write out the amounts if desired

This day of March, 2018, Patricia K. Knowlton, Trustee of Knowlton Farms Nominee Trust, of Grafton, Worcester County, Massachusetts, hereinafter called the SELLER, agrees to SELL and Circle Assets, LLC, of 291 Main Street, Northborough, Massachusetts, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

That certain parcel of land known as Parcel A, consisting of 4.45± acres of land and shown on a plan of land of Assessors Map 39, Parcel 4 in Grafton, Mass., which plan is recorded with Worcester District Registry of Deeds in Plan 930, Plan 124.

Included in the sale of said-premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in-connection therewith including, if any, all wall to wall-carpeting, screens, screen doors, storm-windows and doors, awnings, shutters, furnaces, heaters, heating-equipment, stove, range, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, mantels, fences, gates, existing. Any included appliances in "as is" condition. ONLY IF BUILT IN, air conditioning equipment.

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws, but in compliance with the same;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year which are not due and payable on the date of the delivery of such deed:
- (d) Any liens for municipal betterments assessed after the date of agreement;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises;

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

The agreed upon purchase price for said premises is One thousand dollars and 00/100 (\$1,000.00)

S	100.00	DEPOSIT HAS BEEN PAID THIS DAY	
S	100.00	have been received with an Offer to Purchase	
S	800.00	are to be paid at the time of delivery of deed in cash, or by certified, cashier's,	
	treasurer's or bank check, or bank attorney's Mass. IOLTA trust account check		
S			
S	1,000.00	TOTAL	

AHH

- 8. TIME FOR PERFORMANCE; DELIVERY OF DEED (fill in)
- 9. POSSESSION
  AND
  CONDITION OF
  PREMISES
  (attach a list of
  exceptions, if any)
- 10. EXTENSION TO OR MAKE PREMISES CONFORM (Change period of time if desired).
- 11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
- 12. BUYER'S ELECTION TO ACCEPT TITLE

- 13. ACCEPTANCE OF DEED
- 14. USE OF MONEY TO CLEAR TITLE
- 15. INSURANCE
  \*Insert amount (list
  additional types of
  insurance and
  amounts as agreed)

Such deed is to be delivered at 12:00 o'clock noon on or before the 15th day of August, 2018 \*\*\* at the Worcester District Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. \*\*\* See Rider A attached hereto and incorporated herein.

Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this agreement.

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at any time for the delivery of the deed the premises do not conform with the provisions hereof, then any-payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to thirty calendar days. Reasonable efforts shall not require the seller to expend more than \$1,000.00, exclusive of voluntary encumbrances.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then at Buyer's option, Seller shall continue to use reasonable efforts or any payments made under this agreement shall be forthwith refunded and all obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

To enable the SELLER to make conveyance as herein provided, the SELLER shall, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all voluntary encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or within a reasonable time thereafter in accordance with standard conveyance practice.

Until the delivery and recording of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance
(a) Fire and Extended Coverage

\*S as currently insured

AHS

16. ADJUSTMENTS
(list operating
expenses, if any, or
attach schedule)

Collected rants, mortgage interest, water and sewer use charges, operating expenses (if any) according to the soludula attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncellected contents for the current contail period shall be apportioned if and when collected by either party:

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. DEPOSIT (fill in name)

The deposit made hereunder shall be held in escrow by Knowlton Farms Nominee Trust as escrow agent subject to the terms of this Agreement. The escrow agent holding the deposit pursuant to the provisions hereof will not be liable for any action or non-action taken in good faith in the performance of such agent's duties hereunder but shall be liable only for such agent's own willful default or misconduct. In the event of any dispute relating to the right of possession of the deposit, the escrow agent shall retain control over the deposit until the dispute is settled by mutual written agreement of the BUYER and SELLER with instructions to the escrow agent, whereupon the deposit will be paid over in accordance with the mutual agreements; or if the dispute is taken to a court of competent jurisdiction, the deposit will be placed in the custody of the court or otherwise paid in accordance with the order of the court. Any and all expenses incurred by the escrow agent as result of any dispute over the deposit shall be paid to the escrow agent and such payment shall be the joint obligation of the SELLER and BUYER.

19. BUYER's DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated. This shall be Seller's sole remedy at law or in equity.

20. RELEASE BY HUSBAND OR WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises. N/A

21. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ctc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied hereunder.

22. WARRANTIES
AND
REPRESENTATIONS (fill in); if
none, state "none",
if any listed, indicate
by whom each
warranty or
representation was
made

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):

NONE Property to be conveyed in "as is" condition.

23. MORTGAGE
CONTINGENCY
CLAUSE
(amit if not provided
for in Offer to
Purchase)

In order to help finance the acquisition of said-premises, the BUYER(S) shall apply for a conventional bank or other-institutional loan of S N/A at prevailing rates, terms and conditions. If, despite the BUYER(S) diligent efforts a commitment for such loan cannot be obtained on or before N/A the BUYER(S) may terminate this agreement by written notice to the SELLER(S) and/or the Broker(s), as agent(s) for the SELLER(S), prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER(S) bedeemed to have used diligent efforts to obtain such commitment unless the BUYER(S) submits a complete mortgage loan application conforming to the foregoing provisions on or before N/A.

SHH

24. BROKER'S FEE

A Broker's fee for professional services of N/A

is due from the SELLER to N/A, the Broker(s) herein, but only if, as and when title passes and deed is recorded, and not otherwise.

25. BROKER'S WARRANTY

The Broker(s) named herein, N/A

warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.

26. BROKER AS PARTY

The Broker(s) named herain join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing. N/A

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a scaled instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered part of this agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT LAW

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

29. SMOKE and CARBON MONOXIDE DETECTORS

The SELLER-shall, at the time-of-the-delivery of the deed, deliver a certificate from the fire department-of-the-city or town in which said premises are located stating that said premises have been equipped with-approved smoke detectors and carbon monoxide-detectors in conformity-with-applicable-laws, N/A

30, CONDITION

The premises shall be delivered in "as is" condition.

31. FINAL AGREEMENT

This agreement supersedes any and all other oral or written agreements made prior hereto by and between any or all of the parties hereto with respect to the transaction contemplated hereby, including, without limitation, any Offer to Purchase Real Estate. All other such prior agreements are hereby made void and without recourse to the parties hereto.

32. ADDITIONAL PROVISIONS

The initialed riders, if any, attached hereto, are incorporated herein by reference.

See Rider A and Plan attached hereto and incorporated herein.

149

# FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligation	ns. If not understood, consult an attorney.			
SELLER (or spouse) Patricia K. Knowlton, Trustee	SELLER			
BUYER Circle Assets, LLC4 Scott Goddard, Manager	BUYER			
BROKER BROKER				
EXTENSION OF T	TIME FOR PERFORMANCE  Date			
The time for the performance of the foregoing agreement is extended until o'clock M. on the day of, time still being of the essence of this agreement as extended. In all other respects this agreement is hereby ratified and confirmed.  This extension, executed in multiple counterparts, is intended to take effect as a sealed instrument.				
SELLER (or spouse)	SELLER			
BUYER	BUYER			

#### Rider A

- 1. Seller agrees to remove said lot A from 61A land use. Buyer agrees to pay any and all expenses associated with said lot removal including any and all rollback taxes due to the Town of Grafton as well as any closing costs incurred by the Seller, as a condition hereof.
- 2. The closing shall take place within 30 days of the Seller's receipt of notice of release of the property from 61A land use, but in no event later than August 15, 2018.

Have Knowth

# Property Record Card

Parcel ID: 110038.0000-0004.0   MAP: 030   BLOCK: 1000   Land: 12000-000-0004.0   Land: 12000-000-0004.0   Land: 12000-000-000-000-000-000-000-000-000-00	DC   1190038_J-0000_4004_1   MAP;   039.4   BLOCK;   0000   LOT;   0004.0   Parrel Address;   59 OLD WESTBORD ROAD   FY;   2418   Lus-Code;   718   Sale Prica;   100   Book;   25401   Roal Type;   T   Imspect Dale;   Total Anax;   0   Sale Type;   Lus-Code;   144   Roal Type;   T   Imspect Dale;   Total Anax;   0   Sale Type;   Lus-Code;   144   Roal Type;   T   Imspect Dale;   Total Anax;   0   Sale Type;   Lus-Code;   144   Roal Type;   Total Anax;   145   Sale Type;   Lus-Code;   144   Roal Type;   Total Anax;   145   Sale Type;   Total Anax;   145															
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Parcial ID: 1100/35/3-0000-4004.0   MAP: 033.0   BLCCK: 1000   LOT: 1000-4.0   Parcial ID: 1100/35/3-0-000-4004.0   MAP: 033.0   BLCCK: 1000   Block: 1229/2004   Page: 344   Rd Condition: P   Meas Date: 170   Land Area: 174   Road Type: L   Cert/Doc:   Valer   Waler	Parcel   D    1100039_00004_0004_0   MAP:   039.0   BLOCK:   0000   LOT:   0004_0   Parcel Address:   59 OLD WESTBOROR PAAD   FY;   2018		<b>T</b>	È	Oic		Z						3		o Ska	
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#### Waiver of Right of First Refusal Pursuant to M.G.L. Ch. 61A Section 14 To Purchase Agricultural Land

The Inhabitants of the Town of Grafton, by and through its Board of Selectmen, hereby waive its right of first refusal pursuant to M.G.L. ch. 61A Section 14 to purchase 194,175 square feet or 4.45± acres of land located off Old Westborough Road, in the Town of Grafton, Worcester County, Massachusetts, and shown as Parcel A on a plan of land entitled "Plan of Land Assessors Map 39, Parcel 4 in Grafton, Mass" which plan is dated August 25, 2017, and recorded with the Worcester District Registry of Deeds in Plan Book 930, Plan 124.

Book 930, Plan 124.	5 ,
Witness our hands and seals this da	ay of, 2018.
Town of Grafton Board of Selectmen	
Bruce W. Spinney, III, Chairman	
¥	
COMMONWEALTH OF	MASSACHUSETTS
Worcester, ss.	4.
On this day of , 2018, be personally appeared Bruce W. Spinney, III, Ch	efore me, the undersigned notary public airman,,
Board of Selectmen proved to me through satis were, to be the preceding or attached document, and acknowle and for its stated purpose.	e persons whose names are signed on the
Notary Public My Commission expires:	



#### Town of Grafton

Office of the Board of Assessors Mary M Oliver – Principal Assessor 30 Providence Road Grafton, MA 01519 APR 1 7 2018

BOARD OF SELECTMEN
GRAFTON, MA

Tel. (508) 839-5335 Ext 1165 • Fax (508)839-4602 TTY (508) 839-1415 Email: oliverm@grafton-ma.goy

April 17, 2018

TO:

Board of Selectmen

FROM:

**Board of Assessors** 

RE:

Chapter 61A recommendation Knowlton Farm Nominee Trust

The Board of Assessors has reviewed the notice of intent to sell a 4.45 acre portion of land, Map 39 Lot 4, of 43 Estabrook Street. This portion of land has no frontage since the Mass Pike was constructed. At their meeting on April 17, 2018, the Board of Assessors voted not to recommend exercising the Town's right to purchase.

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### ITEM 3B - APPOINTMENTS; TOWN ADMINISTRATOR: FULL TIME PARKS AND CEMETERIES LIGHT-TRUCK DRIVER - CHASE HECK

I MOVE the Board vote to affirm the Town Administrators appointment of Chase Heck as a Full Time Light-Truck Driver for the Parks and Cemeteries Division.

#### **NOTES:**

This applicant was selected by Phil Johnson, Superintendent of the Parks & Cemeteries Division and endorsed by Paul Cournoyer, Direct of DPW.



#### Nicole Larson <a href="mailto:larsonn@grafton-ma.gov">larson@grafton-ma.gov</a>

#### FW: Cemetery Light Truck Driver

Nicole Larson <a href="mailto:larsonm@grafton-ma.gov">larson@grafton-ma.gov</a>

Fri, Apr 13, 2018 at 11:12 AM

From: Paul Cournoyer <cournoyerp@grafton-ma.gov>

Sent: Tuesday, April 10, 2018 10:41 AM

To: Rebecca Meekins < meekinsr@grafton-ma.gov>

Subject: Cemetery Light Truck Driver

As discussed for the next BOS meeting

Paul F. Cournoyer

Town of Grafton

**Director of Public Works** 

30 Providence Road

Grafton, MA.01519

508-839-8526 cournoyerp@grafton-ma.gov



From: Philip Johnson [mailto:johnsonp@grafton-ma.gov]

Sent: Monday, April 09, 2018 10:35 AM

To: Paul Cournoyer

Subject:

Paul.

After an exhaustive search and countless hours of consideration, I believe I have found the perfect candidate for the full-time Cemetery and Parks Division of the Department of Public Works Light-truck driver position. A young man with honor and integrity, fortitude and constitution, dedication and determination, Chase Heck.

Chase is a 19 year old, life long, Grafton resident. He graduated from GHS last year and worked for our department as a cemetery laborer and has also worked at the Sutton transfer station. His professional attitude is second to none and he has furthered his communication skills working customer service oriented positions at Wegman's and Bob's stores. With a willingness to do hard physical labor and yet be attentive to customers/townspeople's concerns, I believe he could be an asset for the town of Grafton immediately and for many years to come.

He has experience plowing for the town of Sutton, driving a truck and trailer, and running a zero-turn mower. Chase also has experience with both skilled and unskilled labor. He is no stranger to small engines, chainsaws, weed whackers, push mowers, and hedge trimmers. Furthermore, he is great with wood working and painting as well. His attentiveness to safety and time management efficiency leads me to believe he is the perfect candidate for the position. With a deep comprehension of our procedures and ability to produce on a day-to-day basis, I ask for your support in appointing Chase Heck the latest and greatest addition to the town of Grafton Cemetery and Parks division of the Department of Public Works.

Respectfully,

Philip Johnson

Kind Regards,

#### Nicole Larson

Administrative Assistant to the Board of Selectmen
Town Administrator's Office
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

Phone (508) 839-5335 x1100 Fax (508) 839-4602

LarsonN@grafton-ma.gov

www.grafton-ma.gov

Follow us: Twitter | Facebook

When responding, please consider the Secretary of State considers e-mail a public record.

# NEW BUSINESS ITEM 4A: VOTE TO APPROVE - COMMON VICTUALLERS LICENSE - ELMS CAFÉ & CATERING, LLC - 200 WESTBORO ROAD, N. GRAFTON, MA

If the Board so chooses to approve the license:

I MOVE the Board vote to approve the Common Victuallers License for Elms Café and Catering, LLC Located at 200 Westboro Road pending the submission and approval with the Board of Health for a food permit.

#### **NOTES:**

This application was received on April 4<sup>th</sup> and is for a small restaurant/bar/Eating establishment which offers catering/café services. The applicant is insured by the Hartford Group. Owner Denise Kapulka-Cariglia will be present at the meeting.

DATE: 4-9-18

The Board of Selectmen meet on the first and third Tuesdays of every month. This application must be returned no later than Wednesday prior to said meeting for placement on the Agenda. Please return to The Office of the Board of Selectmen, 30 Providence Rd., Grafton, MA 01519.

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

Ann. Date(s	ual License	200 Westhoro Rd Location of Function
	Honorable Board of Selectmen of Grafton, Massachusetts	N. Grafton MA. 01536
	by respectfully submit an application(s) for (the fee is enclosed.	) Renewal or Original ( ) license as indicated by (X), for
()	Garage Class (\$100)	( ) Music (\$10)
()	Peddler (\$25.00)	(V) Common Victuallers (\$25)
( )	Pool Room, i table(s) at (\$25) each	( ) Innholders (\$25)
( )	Bowling, alleys at (\$25) each	( ) One Day Beer & Wine (\$25)
( )	Auctioneer (\$25)	( ) One Day All Alcoholic (\$25)
( )	One Day Auctioneer (\$10)	( ) Second Hand Articles (\$40)
( )	Pinbail (\$30). Include name and manufacture of machine below. If more space is needed please use reverse side	
Name:		Title: Owner
Manui	facturer:	Business Address: Job WEST boro Rd  W. Grafton MA 01536  Phone No.:  Residence:  LDOCC MA 01604  Phone No.
	Signature of Applicant:	Deniso & Vripulho - Canadia

PLEASE COMPLETE THE REVERSE SIDE Incomplete applications will not be processed



# The Commonwealth of Massachusetts Department of Industrial Accidents Office of Investigations 600 Washington Street Boston, MA 02111 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information	Please Print Legibly
Business/Organization Name: Elms Cafe	& Catering
Address: 200 westhar Rd	N. Corafton
City/State/Zip: N. Grafton MA 01536	Phone #:
Are you an employer? Check the appropriate box:  1. I am an employer with	Expiration Date:
\$250.00 and/or one-year imprisonment, as well as civil penaltie \$250.00 a day against the violator. Be advised that a copy of this standard for insurance coverage verification.	is in the form of a STOP WORK ORDER and a fine of up to atement may be forwarded to the Office of Investigations of the
I do hereby certify, under the pains and penalties of perjury, that t	
Signature: Penine A Vapulta - Can	gue Date:
Phone #:	
Official use only. Do not write in this area	n, to be completed by city or town official.
City or Town:	Permit/License #:
Issuing Authority (circle one): 1. Board of Health 2. Building Department 3. City/Town Clo 6. Other	
Contact Person:	Phone #

## NEW BUSINESS ITEM 4B: VOTE TO APPROVE – ONE DAY BEER AND WINE LICENSE – MAY 18, 2018 – COMMUNITY HARVEST PROJECT

If the Board so chooses to approve the license:

I MOVE the Board vote to approve the One Day Beer and Wine License for May 18, 2018 for the Community Harvest Project.

#### **NOTES:**

License is for a Spring Celebration Wine and Cheese Reception on Friday, May 18<sup>th</sup> from 6:30-8:30 pm. Executive Director Cordelia Lyon will be present at the meeting.

Compa	MVN TY HAWEST Promy Name/Applicant Name	jed.	CarolynAmbrose
	ation for and/or renewal of Town Licenses. our payment.	Please co.	mplete both sides and refurn to the Board of Selectmen
renewa	e Board of Selectmen meet on the first an al is not received and processed by Noo ay, your request will be delayed until the r	on on We	Tuesday of every month. If your application and/or ednesday prior to the Selectmen's meeting on said duled meeting.
	AL NOTICE. If you use scales or measures, is and Measures in accordance with Chapter		t have these devices tested annually by the Sealer of Massachusetts General Laws.
To the	of Function  Honorable Board of Selectmen of Grafton, Massachusetts	37 No.	Wheleved  Location of Function 19  Mheritage M
I hereb fee is e	y respectfully make application for a Renewa	al ( ) / Or	iginal (X) license as indicated by (X), for which the
( )	Garage Class (\$100)	( )	Music/Entertainment (\$10)
( )	Peddler (\$25.00)	( )	Common Victuallers (\$25)
( )	Pool Room, tables at (\$25) each	( )	Innholders (\$25)
( )	Bowling, alleys at (\$25) each	X	One Day Beer & Wine (\$25)
( )	Auctioneer (\$25)	( )	One Day All Alcoholic (\$25)
( )	One Day Auctioneer (\$10)	( )	Second Hand Articles (\$40)
( )	Pinball (\$30). Include name and manufactuof machine below. If more space is needed please use reverse side	l, Busines	in name of: Cordelia Lyon
Name:		Title: 1	remive Tirctor
Manufa	cturer:	Phone N	
		Phone N	vo.

Signature of Applicant: Caway Smhul

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Community Ha	west pro	ject	Caplyn	Ambrok
(Print) Name (of individual or Corporal	tion as applicable)		U	
37 Wheeler	Rd			
Street Address				
N. Evator	MA	019	534	
City/Town	State		Zip Code	
* Signature of Individual or Corporate Name (mandatory)	Re	: Corporate Offi		

- \*\* Social Security No. (voluntary) or Federal Identification Number
- \* This license will not be issued unless this certification clause is signed by the applicant.
- \*\* Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 4/10/18

# Congratulations!

You have successfully completed the SenySafe Alcohol Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bor on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Shermon Brown

Senior Vice President, National Restaurant Association Solutions

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iervSafe	CARD #
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erv5ate°	Alcohol CERTIFICATE
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NOTE: You can occess your score and cedificate information anytime at ServSafe.com.

If you have any questions regarding your certificate please contact the National Restaurant Association Service Center of ServiceCenter@restaurant.org or 800.765.2122, ext. 6703

This certificate confirms completion of the ServSafe Alcohol

In Alaska you must buring the your card for it to be valid.

175 W. Jackson Bh.d. Suite 1500 Chicago II. 60604:2814 1 800 SFRYSAFE 312 715 1010 In the Chicago area ServSafe com



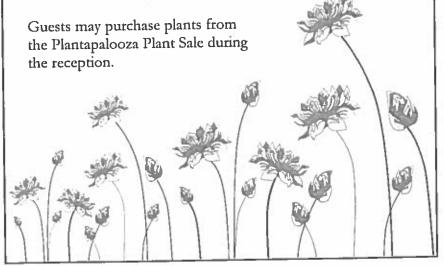


As a thank you for all of your support helping our organization thrive, please come celebrate with us to kick off the 2018 season!

# Spring Celebration Wine and Cheese Reception

Friday, May 18th 6:30pm – 8:30pm 37 Wheeler Road North Grafton

Kindly RSVP by 5/11 to carolyn@community-harvest.org 774.545.5409



# NEW BUSINESS ITEM 4C: VOTE TO APPROVE - ONC DAY ALL ALCOHOLIC LICENSE - MAY 12, 2018 - CUMMINGS SCHOOL OF VETERINARY MEDICINE AT TUFTS UNIVERSITY

If the Board so chooses to approve the license:

I MOVE the Board vote to approve the One Day All Alcoholic License for May 12, 2018 for the Cummings School of Veterinary Medicine at Tufts University.

#### **NOTES:**

License is for an Alumni Reunion Celebration on Saturday May 12, 2018 from 4:00-10:00 pm. Tufts University currently holds 12 One Day Beer & Wine Licenses for 2018. Director of Development, Tina Rice will be present at the meeting.

Agerda

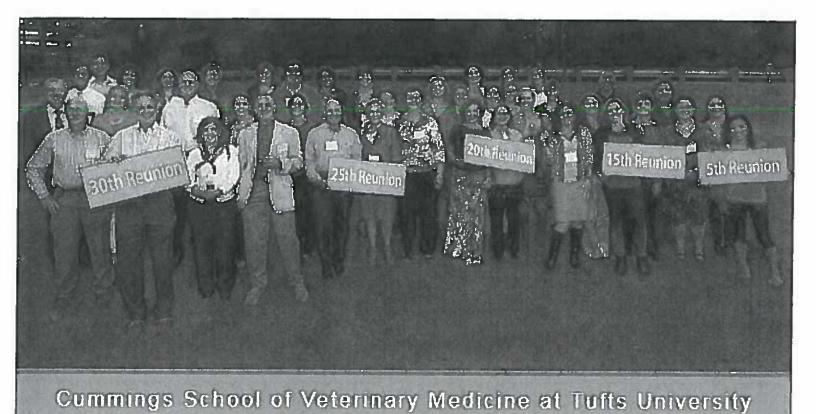
	mings School of Veterinary Medicine at Tufi elopment and Alumni Relations	ts Univers	oity DATE: April 4, 2018
Com	pany Name:		
	lication for and/or renewal of Town Licenses, your payment.	Please c	complete both sides and return to the Board of Selectmen
rene		on Wedn	uesday of every month. If your application and/or esday prior to the Selectmen's meeting on said eduled meeting.
SPE0 Weig	CIAL NOTICE. If you use scales or measure this and Measures in accordance with Chapter	s, you mu r 9B of th	ist have these devices tested annually by the Sealer of c Massachusetts General Laws.
	ion, May 12, 2018, 4 p.m. – 10 p.m.		
Date(	(s) of Function		Location of Function
	c Honorable Board of Selectmen of Grafton, Massachusetts		
	by respectfully make application for a Renevence enclosed.	val()/C	Original ( ) license as indicated by (X), for which the
( )	Garage Class (\$100)	( )	Music (\$10)
( )	Peddler (\$25.00)	( )	Common Victuallers (\$25)
()	Pool Room, tables at (\$25) each	( )	Innholders (\$25)
()	Bowling, alleys at (\$25) cach	( )	One Day Beer & Wine (\$25)
( )	Auctioneer (S25)	00	One Day All Alcoholic (\$25)
( )	One Day Auctioneer (\$10)	( )	Second Hand Articles (\$40)
( )	Pinball (\$30). Include name and manufact of machine below. If more space is needed please use reverse side		
	•	Busino Relatio	ess Name: Cummings School Development & Alumni ons
		Licens	e in name of: Tina Rice
Name		Title: ]	Director of Development
Manui	facturer:	Cumm 200 W	ess Address: Development and Alumni Relations ings School of Veterinary Medicine at Tufts University estboro Road Grafton, MA 01536-1895
		Phone	No.: 350000 1007 Email:
		Reside	nce:n/a
		Phone	No. n/a
	Signature of Applicant:		Reie
	Pignature of Whhiteaut:	_w	1666

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

(Print) Name (of individual or 200 Westboro Road	Corporation as applica	ble)
Street Address		
North Grafton	MA	01536
Cîty/Town	State	Zip Code
bogh Mh Man	vs	Executive Associate Dean
Signature of Individua Corporate Name (man Executive Itssoc. Da		Re: Corporate Officer (mandatory, if applicable)
FEIN:		

- \* This license will not be issued unless this certification clause is signed by the applicant.
- Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 4/5/18



### Join us for your Alumni Reunion Celebration!

May 12, 2018

Cummings School

200 Westboro Road

North Grafton, MA

REGISTER NOW

# Congratulations!

You have successfully completed the ServSafe Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Distrik you for participating in the SewSafe Alcahal program, programible wiseless service begins with the objects you make, and & resorts a leastful instelling will help you males the right-decision when the moment descen-

The complitting the SalarSafe Addehol greggions, you show you relationable to safe and hispansiols alsohel spinise. The Services Alsohist program and the National Regionant Association are declared to belong you continue to rate the har or applied sality.

to learn more about our full suite of responsible allacital substreamining allacited. context your State Restaurent Association, year distributor annier us at Service con-

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ServiceCenter@restaurant.org 800.765.2122, ext. 6703

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# This is your official TIPS certification card. Carry it with you as proof of your TIPS certificat

#### Congratulationsl

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedles resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or If we can assist you in any way, please contact us at 800-438-8477.





Sincerely,

Adam F. Chafetz **HCI President** 

Name: Mitchell S Klein

Exam Date: 7/5/2017

Expiration Date: 7/5/2020



CERTIFIED

eTIPS On Premise 3.0 Issued: 7/5/2017

Expires: 7/5/2020

ID#: 4000

Mitchell S Klein Firefly's BBQ Q-Cafe

Mariborough, MA 01752-5422

For service visit us online at www.gettips.com

# NEW BUSINESS ITEM 4D: VOTE TO APPROVE – ONE DAY BEER AND WINE LICENSE – MAY 27, 2018 – VETERANS OF FOREIGN WAR OF UNITED STATES, INC. – SOUTH GRAFTON COMMUNITY HOUSE

If the Board so chooses to approve the license:

I MOVE the Board vote to approve the One Day Beer and Wine License for May 27, 2018 for the Veterans of Foreign War of the United States, Inc.

#### **NOTES:**

This license is for the VFW's annual scholarship fundraiser.



#### **COMMONWEALTH OF MASSACHUSETTS**

#### **TOWN OF GRAFTON**

#### **APPLICATION FOR LICENSE**

		rdance with the provisions of the Statutes relating
thereto: (FULL NAME OF PERSON, FIRM OR COR		AR of United States Inc
SPECIAL NOTICE. If you use scales or measures, y Weights and Measures in accordance with Chapto		ાં nave these devices tested annually by the Sealer of ne Massachusetts General Laws.
5/27/2018	·	Community House 25 MAI ST Location So. ENAFOR
Date(s) for one day events		Location So. GRAFICAL
To the Honorable Board of Selectmen; Town of G	rafton, M	assachusetts
I hereby respectfully submit an application(s) for	a license a	as indicated by ( X ), for which the fee is enclosed.
( ) Garage Class (\$100)	( )	Music (\$10)
( ) Hawkers/Peddler (\$25.00)	( )	Common Victuallers (\$25)
( ) Pool Room, 1 table(s) at (\$25) each	( )	Innholders (\$25)
( ) Bowling, alleys at (\$25) each	NO	One Day Beer & Wine (\$25)
( ) Auctioneer (\$25)	( )	One Day All Alcoholic (\$25)
( ) One Day Auctioneer (\$10)	( )	Second Hand Articles (\$40)
( ) Pinball (\$30). Include name and manufac of machine below. If more space is need please use reverse side		
Business Name: U.F.W. 14	97	
License Holders Name/Title: Stanley R.	Stepy	RA (Commander
Business Address: 25 MA; N 5	+	So, GRASLA, MA
Residential Address:		
Phone Number & Email Address:		

### PLEASE COMPLETE THE REVERSE SIDE Incomplete applications will not be processed

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Heterans of Fo	REISN	WARS	
(Print) Name (of individual or Corporation			
25 MARN ST			
Street Address			
So GRAPION	MA	01560	
City/Town	State	Zip Code	
Man R	Mayea		
* Signature of Individual or		rporate Officer	
Corporate Name (mandatory)	(n	nandatory, if applicable)	

Social Security No. (voluntary) or Federal Identification Number.

This license will not be issued unless this certification clause is signed by the applicant.

Your Social Security/Fed ID number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 4/10/2018

cji/TPM

## NEW BUSINESS ITEM 4E: DISCUSS AND VOTE TO SIGN – IMA CITY OF WORCESTER (HEALTH ALLIANCE) – CONTRACT RENEWAL

If the Board so chooses to sign the license:

I MOVE the Board vote to sign the Inter-municipal Association contract with the City of Worcester Health Alliance.

#### **NOTES:**

Karyn Clark will be present at the meeting. The following was sent in a Memo from Town Administrator to the Selectmen and Board of Health on March 27, 2018:

RE: Intermunicipal Agreement

As you may know, the Intermunicipal Agreement (IMA) with the City of Worcester / Central Massachusetts Regional Public Health Alliance is expiring June 30, 2018. I am recommending that the town renew for another three years. I have attached a copy of the proposed agreement for your review. I plan to bring the IMA to the April 17<sup>th</sup> Selectmen's meeting. Therefore, please contact me as soon as you can if you have any comments.



#### **CITY OF WORCESTER, MASSACHUSETTS**

### Department of Health & Human Services Division of Public Health



Matilde Castiel, MD
Health & Human Services
Commissioner

Karyn E. Clark Public Health Director

DATE: April 9, 2018

TO: Timothy P. McInerney, Town Administrator

FROM: Karyn E. Clark, Director

RE: Regional Public Health Accomplishments

I am pleased to provide an overview of services, programs, initiatives and policies supported and / or implemented by the City of Worcester's Division of Public Health as a result of successful public health regionalization efforts through an inter-municipal agreement with the Town of Grafton from 2015-2018.

#### Administration

- National Public Health Accreditation first accredited health department / multi-jurisdictional health department in Massachusetts (2016)
- Medical Director available for public health messaging, public information officer, media inquiries, subject matter expert, etc.
- Preferred awardee for state and regional grants as a regional public health department.
- Provide guidance and technical expertise around coordinated best practices for policy development.
- Provide ongoing surveillance and assessment of health and well-being including 2014 Grafton Community Health Assessment (CHA) and 2018 CHA underway.
- Grafton is part of the Greater Worcester Community Health Improvement Plan (CHIP).
- Acquire funding for the regional youth health survey, of which Grafton Public Schools participates. Data is then shared with school administration for the purposes of identifying trends for both positive and risky behaviors, thus informing programs and initiatives.
- Facilitate access to various areas of expertise through the Academic Health Collaborative of Worcester.
- 24x7 Duty Officer number and personnel for emergencies.
- Hired a regional public health nurse (started 3 weeks ago) for additional coverage and educational / prevention activities in the towns that contract for Public Health nursing services.
- Conducted fee assessment for Alliance communities, worked closely with Grafton Town Administrator.
- Applied for (did not receive) CCC grant to focus on technology to be used in the field in Grafton and Alliance Towns for efficiencies.

#### **Environmental Health**

- Developed Customer Satisfaction Survey Town of Grafton food establishments.
- Organized training around issue of legal access in housing cases, attended by Grafton staff and BOH members.
- Team member assigned to community as point of contact and attend BOH meetings.
- Team approach and overlay for additional coverage if needed to cover site plan review meetings, community presentations (i.e GURR).
- Team 24/7 coverage.
- Team availability for interfacing and consulting with other departments (i.e. building, BOS, town administrator, etc.)
- If assigned team member on vacation etc. community still has coverage.
- Team assesses risk and helps to problem solve.
- Team an email, text, phone call away.

#### **Community Health**

#### **Summary of Active Living Involvement with Grafton**

- Since December 2015, staff began working with the Safe Routes to School (SRTS) coordinator in Grafton and began providing technical assistance for the Grafton SRTS. Staff has been attending the steering committee meetings for the Coalition for a Healthy Grafton and the subcommittee meetings for healthy eating and active living.
- In January 2016, WDPH applied for and in February received a grant on behalf of Grafton from the Massachusetts Association of Health Boards (MAHB) and MDPH. The project for the grant was to do an assessment of walking and biking in Grafton and develop a pedestrian and bicycle safety plan. The funding provided by the state for 6 months allowed for Grafton to develop healthy eating/active living strategies to be integrated into the Mass in Motion program. Staff worked with the Central MA Regional Planning Commission and the Grafton Town Planner to create the plan. WDPH in conjunction with Safe Routes to School Grafton collected data on barriers to walking and biking in Grafton. This included 2 focus groups and two community surveys. Results from the assessment indicated several barriers to walking and biking in Grafton such as poor sidewalks/crosswalk, speed of vehicles and concern for safety. The assessment also revealed some priority areas of concern in Grafton. Staff hired a consultant (CMRPC) to complete the plan that was finalized in August. The ped-bike plan created identified recommendations for improving walking and biking in Grafton. Part of the grant money paid for SRTS materials such as lawn signs.
- In response to the assessment, staff participated in SRTS events such as Walk to School days including creating a walking tips flyer and volunteering as a crossing guard. Grafton Public Schools celebrated International Walk to School Day on October 5, 2016. Grafton Elementary schools have participated in *Walking Wednesdays* through the 2016/2017 school year. In November 2016, staff applied for a grant on behalf of Grafton but did not receive the grant. Staff worked with the Coalition for a Healthy Grafton steering committee to plan a Community Leader's Breakfast Forum to report out on the work done and recruit new members for further work. Throughout 2017, staff provided general support where needed, including attending SRTS meetings and serving as crossing guard during walk to school events. Staff worked with Grafton Public Schools to celebrate and participate in the *Winter Walk to School Day* on February 1, 2017. The Winter Walk to School Day promotes continuing outdoor physical activity with awareness of safe routes to walk to school during the winter months. Grafton also

participated in *Massachusetts Walk to School Day* on Wednesday, May 3, 2017, followed by *Walking Wednesdays*. Staff presented to the Grafton Board of Health on November 20, 2017 on the 5210 obesity prevention program. Board of Health members indicated interest in having WDPH extend this program to the Grafton Schools.

#### Summary of Substance Use Prevention Involvement with Grafton, MA

- The CMRPHA has offered great support to Grafton in the realm of Substance Abuse Prevention. We assisted in the formation of the Coalition for a Healthy Grafton that has a committee focused on mental health and substance abuse issues. The committee has worked with CMRPHA staff to plan and promote events including educational speakers and films for the community. We provide financial and strategic support for making these events as successful as possible.
- In May 2016, staff coordinated a parent education event to raise awareness of youth substance use in Grafton in partnership with the High School and the Coalition for a Healthy Grafton. The community forum, at which local Regional Youth Health Survey data was presented to parents and residents, was attended by 30 people. WDPH led small group discussions about significant data points from the Youth Health Survey results, potential factors that contribute to these results, and ways in which Grafton can mobilize to change them. The event received positive press coverage. The community health team and the Coalition for a Healthy Grafton worked with the Grafton Public Schools to hold a parent forum in December 2016 at the Grafton High School. The parent forum educated parents about the results of the Regional Youth Health Survey concerning underage drinking and a recent incident involving underage drinking at a high school dance.
- Staff supported the Coalition to host the Community Leaders Breakfast and Forum on January 12, 2017 at the Brigham Hill Community Barn. Community members, municipal and school staff attended the forum to learn about the work of the Mental Health and Substance Abuse working group that has focused on underage drinking in Grafton and training adults to recognize mental health issues in youth. The Healthy Eating and Active Living working group also presented information about access to healthy food in Grafton and increasing safe walking in Grafton by supporting Safe Routes to School. The Coalition for a Healthy Grafton had follow up meetings with breakfast attendees to continue its efforts.
- Staff partnered with the Police and the Coalition for a Healthy Grafton to provide a
  Social Host Liability Education Event in Grafton on May 4, 2017. This event educated
  parents and adults about their responsibilities and consequences of supplying underage
  youth with alcohol. Social host liability education helps parents understand the legal
  repercussions of allowing youth to drink in their home, even when they are not aware of
  the activities.
- Community Health Staff also worked with the Coalition for a Healthy Grafton and the High School to plan and host a screening of the film "If Only" a short film that raises awareness about the dangers of teen prescription drug misuse and abuse. The screening was held at Grafton High School on Wednesday, October 25, 2017. The event was attended by 50 parents and featured a panel of speakers. Community Health staff hosted a resource table and coordinated the attendance of over a dozen other agencies that work in the field of substance abuse prevention and treatment to provide resource tables.
- The Community health team looks forward to continue working with Grafton in providing education regarding opioids, alcohol, and marijuana use. We work collectively with local agencies to apply the best tactics and build grassroots movement alongside those that are most invested in their community. We plan to provide more education and promotion, but also to work beyond that in the future through working with local schools on social norms campaigns. These campaigns are evidence based methods of reducing

substance use, and are the key tactic that was used to bring youth smoking rates to historical lows. We also continue partnering with police, fire, and other emergency response teams to provide overdose prevention education and increased exposure to treatment facilities and other community partners. We envision a treatment model that includes these services as a part of the solution as we mitigate stigma associated with substance use disorder. We know that working collaboratively with Grafton's local knowledge and resources will result in the best outcomes.

#### **Other Community Health Projects in Grafton**

- CMRPHA staff coordinated with the Central MA Suicide Prevention Coalition and held a
  regional suicide prevention training using a program called Question, Persuade, and
  Refer (QPR) on January 17, 2017 at the Worcester Public Library. There were 26 people
  in attendance, including stakeholders from both the Grafton Job Corps and the Grafton
  Public Library.
- In June 2016 the CMRPHA released the 2016 Greater Worcester Community Health Improvement Plan. The CHIP outlines a strategic plan for nine priority areas which include: access to care, access to healthy food, cultural competency, economic opportunity, mental health, physical activity, racism and discrimination, safety, and substance abuse. The CHIP was based on data from the CMRPHA Community Health Assessment. The Coalition for a Healthy Grafton held a CHIP In Orientation training session on June 19, 2017 to facilitate additional community involvement in the implementation plan. This orientation provided an opportunity for interested individuals to learn more about the CHIP and ways to get involved.
- Over the summer of 2016 the Academic Health Collaborative of Worcester community health outreach project interns tabled at many events across the region including Grafton farmer's markets and National Night Out. A substance use prevention public service announcement was screened at Grafton Movie Night in August 2016 and educational materials were distributed. During the summer of 2017 the Academic Health Collaborative of Worcester community health outreach again attended the Grafton Farmers Market weekly from June through September and National Night Out on August 2, 2017.
- Each year we collect data to monitor the health of youth in the town. During the 2015-2016 school year the Grafton Public Schools participated in a regional youth health survey for middle and high school aged students with four other CMRPHA communities. The survey collected information on what types of risky or positive health behaviors that youth engage in. CMRPHA staff presented the results with recommendations to Grafton Public Schools Superintendent and Administration in September 2016. The Grafton Middle School completed the Regional Youth Health Survey again in June 2017 and the High School completed the survey again in December 2017. This data will be used to assess youth health trends over time and identify priorities for prevention. The Regional Youth Health Survey data is also included in the Community Health Assessment and reported to MDPH for several regional grants which support allocation of prevention funding by MDPH back to the region.

#### **Tobacco Control**

• Grafton continues to be an active member of the Worcester Regional Tobacco Control Coalition. The primary function of the group is to monitor youth access to tobacco products using un-announced compliance checks of those establishments licensed to sell tobacco products. Compliance checks are conducted annually. Additionally, the

- Coalition staff is available to investigate tobacco related complaints and to offer educational opportunities through our schools.
- During 2016, there was one sale made to a minor in the Town of Grafton.
- In 2016 the Grafton Board of Health, with the guidance of CMRPHA staff, updated their tobacco youth access regulations, including raising the minimum legal sales age to 21. This regulation took effect on September 1, 2016.
- During 2017, there were no sales of tobacco products made to minors. Grafton Housing Authority went smoke-free on September 1, 2017. They conducted a resident survey, held resident meetings and implemented a 25 foot buffer zone and designated smoking areas. Staff worked with the Central MA Tobacco Free Community Partnership to provide a cessation presentation for residents on Thursday December 14, 2017 at 9 Forest Lane.

#### **Public Health Nursing / Epidemiology**

- Communicable Disease Reporting
- Work with Nancy Connors to review old records and complete RMU-2 (Records Destruction Request) and submit for approval
- Staffing blood pressure clinics at the GSC other than last Thursday each month as requested
- Flu Clinics and reimbursement protocol for the Town

#### **Emergency Preparedness**

#### • <u>Trainings</u>:

- o In spring of 2016, the Public Health Emergency Preparedness (PHEP) Coalition held an Active Shooter Workshop at the Grafton Municipal Center. Open to PHEP coalition and Grafton Emergency Management Agency (GEMA) members, this dynamic training included both educational and hands-on components.
- In fall of 2017, CMRPHA staff held a presentation on Personal Preparedness for Senior Center members. Along with an open discussion held on the topic, educational materials and giveaways were provided.

#### • (PHEP) Deliverables:

CMRPHA staff assists Grafton BOH with the completion of PHEP deliverables, including serving as a back-up for the WebEOC drills and Emergency Dispensing Site (EDS) drills. In November of 2017, CMRPHA staff guided Grafton through an EDS facility set-up drill, which incorporated clinical and administrative components and the coordination of volunteers through Grafton's CERT and MRC programs.

#### • Meetings:

CMRPHA staff serves as the public health representative at a number of meetings impacting the Town of Grafton, including GEMA, the Blackstone Valley Regional Emergency Planning Committee (BVREPC), Tuft's Institutional Biosafety Committee (IBC), and the working group for the Town's Pre-disaster Management Plan.



### OFFICE OF THE TOWN ADMINISTRATOR

30 Providence Road Grafton, MA 01519 (508) 839-5335

Town Administrator: Timothy P. McInerney
mcinerneyt@grafton-ma.gov
www.grafton-ma.gov

TO:

**Board of Selectmen** 

**Board of Health** 

DATE:

March 27, 2018

RE:

Intermunicipal Agreement

As you may know, the Intermunicipal Agreement (IMA) with the City of Worcester / Central Massachusetts Regional Public Health Alliance is expiring June 30, 2018. I am recommending that the town renew for another three years. I have attached a copy of the proposed agreement for your review. I plan to bring the IMA to the April 17<sup>th</sup> Selectmen's meeting. Therefore please contact me as soon as you can if you have any comments.

### INTERMUNCIPAL AGREEMENT BY AND BETWEEN THE TOWN OF GRAFTON AND THE CITY OF WORCESTER

This Agreement dated the	day of	, 2018, by an	d between the ci	ty of Worcester
("City,,), a Massachusetts	municipal corporation	having a usual place	of business at 4	55 Main Street,
Worcester, Massachusetts	01608, acting by and t	hrough its Departmen	t of Health and F	luman Services,
Division of Public Health	("Division,,), and the	town of Grafton ("To	wn,,), a Massach	usetts municipal
corporation having a usua	il place of business at	30 Providence Road	, Grafton, Massa	chusetts 01519,
acting by and through its B	oard of Selectmen. (col	lectively, the "Parties,	.)	

#### WITNESSETH THAT:

WHEREAS, the Town desires to have the City, by its Department of Health & Human Services, Division of Public Health ("Division,,), provide it with certain public health services; and

WHEREAS, each of the parties has obtained authority to enter into this Agreement pursuant to G.L. c. 40, § 4A, as evidenced by its execution by the Board of Selectmen of the Town and the City Manager of the City, as authorized by the City Council (copy of vote attached hereto):

NOW, THEREFORE, in consideration of the promises set forth above and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged the parties hereto, intending to be legally bound, hereby agree under seal as follows:

- 1. Term. The term of this Agreement shall commence on July 1, 2018, and shall expire on June 30, 2021, unless earlier terminated as set forth herein. On or before January 31, 2021, the parties shall review this relationship and jointly agree on whether the Agreement will be extended and on what terms beyond June 30, 2021.
- 2. Scope of Work. The City through its Division will provide to the Town certain services associated with the Town's public health efforts, as set forth in G. L. c. 111, acting in an advisory, supervisory and policy development role and also performing the services set forth in Attachment A, attached hereto and incorporated herein. While this Agreement sets forth no specific schedule during which a Division representative will be in Town, a schedule will be established as necessary and will be altered from time to time by mutual agreement.
- 3. Grants. The parties may jointly apply for grant funding to support the public health duties and programs within the scope of this Agreement. If awarded, the parties agree to comply with the applicable requirements. The parties further agree to comply with such grant terms and conditions in effect at the time of the execution of this Agreement until such requirements are fully satisfied.
- 4. IMA Meetings. The parties agree to work collaboratively with other municipalities that have entered into intermunicipal agreements with the City for provision of public health services. This collaborative relationship will be facilitated in part through IMA meetings, as set forth in Attachment B, which is incorporated herein.
- 5. Central Massachusetts Regional Public Health Alliance. The parties acknowledge that, as of the date of the execution of this Agreement, no district has been established pursuant to G.L. c. 111, §§

27A-27C, or otherwise. The parties' use of the name "Central Massachusetts Regional Public Health Alliance, (CMRPHA) is intended only to promote collaboration and community engagement among the municipalities within the context of this IMA. Authority to apply for funding, enter into contracts, set policy and promulgate regulations remains vested in each municipality, in accordance with their local laws and the laws of the Commonwealth. The parties acknowledge and agree that they have entered into this Agreement solely in their respective capacities as Massachusetts municipalities.

- 6. Director of Public Health. The Town Board of Health will designate the Department's Director pursuant to G. L. c. 111, § 30. Should the Department's Director not be available, then the City will identify an alternate appointment. Understanding that the work necessary may involve various areas of expertise, the Department will be responsible to assign one of its own person or persons to the work undertaken under this Agreement.
- 7. Contract Sum. The Town will pay the City for services under this Agreement:
  - (i) the sum of \$8,368.70 per month, total sum of \$100,424.40 for the period of July 1, 2018 through June 30, 2019;
  - (ii) the sum of \$8,536.08 per month, total sum of \$102,432.96 for the period of July 1, 2019 through June 30, 2020;
  - (iii) the sum of \$8,706.80 per month, total sum of \$104,481.60 for the period of July 1, 2020 through June 30, 2021.

The payment shall be for all services rendered and is inclusive of all mileage expenses. The Division shall provide to the Town a monthly statement of services provided in a manner compliant with G.L. 40, § 4A.

- 8. Employees. Notwithstanding any appointment or designation made in accordance with G.L. c. 111, § 30, no employee of either party shall become an employee of the other party due to the services, administration, oversight or any other activities arising from or related to this Agreement.
- 9. Liability. If any loss or damage is incurred by either party as a result of breach of contract, negligence or an intentional act of the other (whether by its officers, employees, or agents), the damaged party shall have the any and all rights and remedies against the other party as may be available at law or equity. By entering into this Agreement, the parties expressly do not waive any governmental immunity or limitation of damages which may be extended to them by operation of law.
- 10. Termination. This Agreement may be terminated by either party for any reason or no reason on sixty (60) days written notice to the other. The parties shall equitably adjust any payments made or due relating to the unexpired portions to the Term following such termination. In the event the Agreement is terminated, whether for cause or convenience, said termination shall not affect the rights or remedies of either party against the other arising prior to termination.
- 11. Assignment. Neither party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.
- 12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provisions of this

Agreement, or affect the application of such provision to any other circumstances, and the Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.

- 13. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
- 14. Amendment. The Agreement may be amended only by a writing signed by both parties duly authorized thereunto.
- 15. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof.
- 16. Headings. The paragraph headings herein are for convenience only, are no part of the Agreement and shall not affect the interpretation of this Agreement.
- Notices. Any notice permitted or required hereunder to be given or served on either party by the other shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below.

To the City. Any notice to the City hereunder shall be delivered by hand or sent by certified mail, return receipt requested, postage prepaid to:

Director
Division of Public Health
Department of Health & Human
Services
25 Meade Street
Worcester, MA 01610

With a copy to:

Edward M. Augustus, Jr., City Manager
City Hall - Room 306
City of Worcester
455 Main Street
Worcester, MA 01608

<u>To the Town</u>. Any notice to the Town hereunder shall be delivered by hand or sent by certified mail, return receipt requested, postage prepaid to:

Board of Selectmen 30 Providence Road Grafton, MA 01519

#### With a copy to:

Timothy P. McInerney, Town Administrator
Town of Grafton
30 Providence Road
Grafton, MA 01519

18. Complete Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representations set forth herein. To the fullest extent allowed by law, this Agreement is not intended to confer third party beneficiary status on any person.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLO

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives the day and year first above written.

CITY OF WORCESTER	TOWN OF GRAFTON
Recommended:	
Matilde Castiel, MD	Name:
Commissioner, Dept. Health & Human Services	Chair, Board of Selectmen
Approved:	
Edward M. Augustus, Jr.	Name:
City Manager	Selectmen
Approved as to form:	
	Name: Selectmen
Assistant City Solicitor	
	Name: Selectmen
	Name: Selectmen

### Attachment A SCOPE OF SERVICES

In general terms, the Town, at least in part by its Board of Health ("BOH,,) will maintain its policy and legislative role, will provide all clerical support and perform any services and activities not expressly identified as being provided by the City. The City, by its Department of Health & Human Services, Division of Public Health ("WDPH,,) will provide specified public health inspections as well as certain advisory, supervisory, policy development services.

In situations where conflicting priorities occur, including but not limited to large scale public health emergencies (which are within the jurisdiction of local board of health), requests for assistance by the Town will be coordinated and prioritized through direct communication between the City Manager of Worcester and the Town Administrator of Grafton. However, in the event of an emergency impacting both Parties, the City may prioritize the safety of its employees, citizenry and property as they deem appropriate.

The following table identifies the services to be provided by the WDPH. The WDPH shall not be required to provide any services not identified in this Exhibit A. Some of the responsibilities of the town are also identified for purposes of clarification, but such identification is not inclusive.

The Town will reasonably coordinate with and assist the WDPH's employees in order to facilitate the efficient provision of the services identified below. Without limiting the generality of the foregoing, the Town shall designate a liaison to serve as the contact person for this IMA.

The Parties acknowledge and agree that the services identified below presume that the City and the Town will receive such support and assistance from other local, state and federal agencies, including but not limited to the Massachusetts Department of Public Health ("MDPH,"), Massachusetts Department of Environmental Protection ("MDEP,"), U.S. Environmental Protection Agency ("EPA,"), U.S. Center for Disease Control ("CDC,"), as is usual and customary for local boards of health.

Notwithstanding any provision to the contrary, the services under this Agreement do not include legal representation, financial or budgetary advice, or advice regarding any personnel matter. The Town acknowledges and agrees that the WDPH services are intended to be provided by the available WDPH workforce, and that City shall not be required to provide any consultant, contractor or other expert, including but not limited to licensed site professionals.

### Town of Grafton City of Worcester Administration, Policy, and Budget Distribution of all public health messaging to town residents via town website and other available outlets e.g. social media, cable access and by posting supplied information, for example, at town hall and library.

Process all required local permits. including but not limited to, food permits, tobacco permits, septage haulers, etc.; Respond to public inquiries about the permitting procedure.

Provide inspection forms required for environmental health inspections and adjust as necessary in the effort to standardize contents among the Alliance partners.

Post agenda, record and file minutes of BOH.

Provide the WDPH with information and data as it requests regarding the annual report, including to data pertaining to the number of inspections and complaints for the applicable year; format and submit annual report.

Provide seasonal public health information to support public messaging/notices, as needed, for example, West Nile Virus. influenza and similar seasonal health communications, and emerging issues reports and notices from the MDPH or the CDC.

Provide direction and public health information for public inquiries received by the BOH office.

Assist BOH to implement standardized policies and procedures based on Public Health Accreditation Board standards.

Provide BOH advice regarding public health policy, as requested.

Assist BOH to draft policies/regulations/updates as requested.

Attend BOH meetings, as requested. Prepare annual town report for submission to BOH for its consideration.

Provide medical director advice for BOH for public health issues, as funding permits.

#### **Environmental Health**

Submit incoming complaints and requests for inspection to WDPH staff via standard protocol, established by the Parties.

Conduct retail food inspections and investigate food complaints relating to public health in accordance with the applicable provisions of the 105 CMR 561 and 590, G.L. c. 111, Sec. 127A, and the U.S. Food and Drug Administration Food Code: investigate food complaints.

Perform necessary plan reviews and related inspections on either new or existing on-site waste-water disposal systems in accordance with 310 CMR 15.000. This includes perc test, plan review, inspections and tank abandonment.

Investigate housing complaints as required by 105 CMR 410 and G.L. c. 111.

Investigate nuisance complaints as required by G.L. c. 111.

Conduct inspections of tanning establishments as required by 105 CMR 123.

Conduct inspections of recreational camp as required by 105 CMR 430 and G.L. c. 140, Secs. 32B-32E.

Conduct inspections of public swimming pool as required by 105 CMR 435.

Conduct required preopening inspections for bathing beaches as required by 105 CMR 445 and G.L. c.111, Secs. 55 and 127A; review water testing results and provide advice to the BOH regarding enforcement per applicable laws.

Triage public health complaints received by the BOH, including investigation where appropriate.

Assist with public health departmental show cause hearings, including serving as hearing officer, if requested; Assist with public health hearings required to be before the BOH, if requested.

Enforce violations relating to the above sections to the extent of jurisdiction in the housing court (only inspector provided; no legal representation or expert witness), as required by statute.

Submit annual food inspection reports to MDPH per 105 CMR 590.010(F).

Prepare additional reports for MDPH and/or MDEP, as required.

Public Health Nursing and Epidemiology

Publicize annual immunization clinics by posting supplied information, for example, on social media, town website, and at town hall and library.

Facilitate City's access to MAVEN (Massachusetts Virtual Epidemiologic Network), if needed, for purposes relating to this Scope.

Immediately notify WDPH Director of any clinically suspected or confirmed case of tuberculosis in the town, and continue to promptly communicate information and requests as may be received by the BOH.

Immediately notify WDPH Director of any reportable disease about which it has been notified, and continue to promptly communicate information and requests as may be received by BOH.

Compile and submit annual flu clinic roster billing information to insurance billing agency to facilitate reimbursement to town, as requested.

Coordinate and staff annual flu immunization clinics, as requested, as funding allows.

Manage tuberculosis cases about which WDPH becomes aware in accordance with applicable provisions of G.L. c. 111, and,105 CMR 300, 105 CMR 350, 105 CMR 365.200, and the available guidelines from MDPH. Services include the duties of a nurse case manager, but do not include isolation or quarantine orders (which typically come from MDPH).

Conduct communicable disease case investigations about which the WDPH becomes aware in accordance with the applicable provisions of 105 CMR 300, G.L. c. 111, and the available guidelines from MDPH.

Recommend voluntary isolation and quarantine to patients when applicable in accordance with the provisions of G.L. c. 111 and 105 CMR 300.210 and available guidelines from MDPH.

Inform the BOH when enforcement for isolation and quarantine orders should be considered by the BOH, expressly subject to the limits below.

Notwithstanding the above, in providing services relating to tuberculosis and other communicable diseases, as well as other instances requiring isolation or quarantine, the City shall have no obligation to incur costs or expenses of any kind or nature other than the salary and benefits of WDPH employees. For example, the City shall not be required to pay expenses pursuant to G.L. c. 111, Sec. 116, or make payments pursuant to G.L. c. 111, Secs. 80, 94A-H, or 95, or provide the town with legal representation or expert witnesses/consultants pursuant to 105 CMR 300.210.

Provide annual Communicable Disease Report for BOH review.

### Community Health

Assist in the identification of and facilitate the connection with appropriate community stakeholders to support community health initiatives by providing a list of organizations, individuals, and agencies that may be interested in health (e.g. schools, law enforcement, social service providers, etc.)

Support the distribution of general public health messaging to town residents via town website and other available outlets e.g. social media, cable access, and posting at town hall and library.

Provide available information and efficient communication to facilitate WDPH's services.

Notify the WDPH Director of the dates and public health subject to health fairs at least thirty (30) days in advance of the event. Work with WDPH Director to identify the public health information that would assist the public health goal of the fair.

Provide a WDPH staff member to attend and assist committees concerning public health issues (e.g. school wellness committee), as capacity allows.

Provide general health information in accordance with its annual WDPH communication plan for distribution to town residents (e.g. national preparedness month, substance abuse recovery month, fall prevention day, etc.)

Provide retail tobacco inspections, compliance checks, and enforcement orders which may be subject to non-criminal disposition (ticketing) in accordance with local bylaw and MDPH's Tobacco Cessation & Prevention Program (MTCP), G.L. c. 270, Sec. 22, and local regulations; provide technical support for local tobacco control initiatives, all as funding allows. This service does not include police assistance, legal representation or expert witnesses/consultants, unless provided for by MTCP or grant funding.

Coordinate regional youth health survey biannually, as funding allows.

Engage key stakeholders and residents in community health assessments and community health improvement planning processes, when applicable.

Identify community health improvement plan strategies that may be appropriate for implementation in the Town and where appropriate, submit such information to the BOH for its information; As to those specific strategies the BOH wishes to implement, provide guidance for strategy implementation and staffing for implementation, as funding and capacity allows.

### **Emergency Preparedness**

Identify a Public Information Officer and contact person to work with the City in disseminating emergency communications.

Provide available information and efficient communication to facilitate WDPH's services.

Assist in the identification of and facilitate the connection with appropriate community stakeholders to facilitate WDPH preparation of annual MDPH and CDC mandated PHEP deliverables.

Support overall emergency planning and response activities within the Town. This may include but is not limited to assisting the Town Emergency Management as they establish a local emergency planning committee (LEPC), participate in the regional emergency planning committee meetings (REPC) and in the periodic regional pre and post emergency response meetings.

If the BOH so requests, represent the common interests and concerns of the IMA towns and the City at local, regional, and state emergency preparedness related meetings, trainings, and drills/exercises including but not limited to monthly Region 2 Public Health Emergency Preparedness (PHEP) Coalition meetings.

Prepare for the BOH consideration annual MDPH and CDC mandated PHEP grant deliverables required of the Town, including but not limited to emergency dispensing site (EDS) planning, continuity of operations (COOP), and 24/7 emergency contact information, and if requested by the BOH, submit the same to the appropriate state and federal agencies.

Assist the Town designated Public Information Officer regarding risk communications and emergency public messaging, relating to public health. This may include but is not limited to: drafting and reviewing statements, providing technical advice and linking to additional resources.

If the BOH so requests, represent the common interests of the IMA towns and the City at Institutional Biosafety Committee meetings attended by an employee of the WDPH.

### ATTACHMENT B

### Intermunicipal Agreement Meetings

### 1. Purpose

- 1.1 As of the date of this Intermunicipal Agreement, six (6) central Massachusetts towns have entered into intermunicipal agreements ("IMAs,") with the city of Worcester ("City,") (hereinafter the City and towns with such an IMA may be referred to as "IMA municipalities,") pursuant to which the City has agreed to provide certain public health services. The towns that have such an IMA with the City may be referred to as the "IMA towns..."
- 1.2 The parties wish to establish a mechanism by which the IMA municipalities may meet together to facilitate the efficient, effective and equitable delivery and administration of public health services, in a manner consistent with their respective IMAs. Therefore, the parties agree to adhere to the provisions in this Attachment B with regard to their collective interactions pursuant to their respective IMA and public health services. However, this Attachment B shall not be interpreted to modify the scope of services set forth in Attachments A of this Agreement or any other IMA. Further, the interaction and relationship between the IMA municipalities acting through this Attachment B is not intended to create a public body, as that term is defined in G.L. c. 30A, § 18. Nothing in this Attachment B shall be deemed a waiver or precondition to any legal action to which any IMA municipality may be entitled against another arising out of or related to their respective Agreement.
- 1.3 This Attachment B shall supersede and replace any prior governance agreement(s) between any or all of the IMA municipalities, including any governance agreement established in January 2012.

#### 2. Representatives

- 2.1 Each IMA municipality will designate not more than two representatives to attend and participate in IMA meetings ("IMA representatives,,). IMA representatives will be selected based on their knowledge, experience and interest in public health issues.
- 2.2 The IMA representatives will meet regularly and no less frequently than quarterly. Meetings may also be called from time to time as the need may arise. To the extent practicable, each IMA municipality will take turns hosting meetings.
- 2.3 The City's Director of WDPH ("Director,") will, without additional charge, provide the IMA meeting with administrative and other reasonable assistance and will be the keeper of the records for the IMA meetings.
- 2.4 IMA municipalities may select one of the IMA representatives to preside at IMA meetings on an annual or rotating basis in order to facilitate IMA meetings and prepare meeting agendas.
- 2.5 The IMA municipalities acknowledge that the IMA meeting shall have no authority to amend any IMA or modify the rights and/or duties of the parties thereto. The IMA meeting has no spending authority or budget. The IMA meeting has no authority to apply for or accept any grant, or enter into any contract. The IMA meeting has no authority to mandate public health policy to any IMA municipality.

- 3. IMA Meeting Scope.
- 3.1 The IMA representatives will provide a forum for the IMA municipalities to facilitate and clarify scope of services set forth in the IMAs.
- 3.2 The town IMA representatives will provide input and feedback to the city that is pertinent to that representative's IMA in order to coordinate and facilitate the continued delivery of high quality public health services pursuant to the IMAs.
- 3.3 The IMA representatives will further:

Identify opportunities for quality improvement relating to the delivery of public
health services in IMA municipalities;
Engage in the public health accreditation process by providing input and
appropriate guidance. This may include but is not limited to participation in the
strategic planning process, participation in Community Health Assessments, etc.;
Identify strategies to support Division staff in engaging key stakeholders for
the promotion of public health programming; and
Participate in the annual budget process and discuss matters of financial
stability.

- 3.4 The IMA representatives will reasonably cooperate and act within their respective authority to comply with the requirements of the Massachusetts Department of Public Health and other applicable laws and regulations.
- 3.5 IMA representatives may invite representatives from local hospitals, schools of public health/allied health representatives, or others within the public health arena. Through such invitees, the IMA meeting may provide a forum by which area colleges and universities, hospitals, non-profit companies and other professionals in the public health fields share information and opinions.

### NEW BUSINESS ITEM 4F: VOTE TO DECLARE PROPERTY LOCATED AT 53 HUDSON AVE MILLBURY STREET AS SURPLUS LAND

I MOVE the Board vote to declare 53 Millbury Street as surplus land, excluding land needed to run the Brush Dump which currently exists at 53 Millbury Street.

### **NOTES:**

The Affordable Housing Trust is considering an affordable housing development at this location. This property would not include the land that is utilized currently by the brush dump.

## NEW BUSINESS ITEM 4G: NOTICE TO AWARD - ADAMS ROAD / INSTITUTE ROAD CONTRACT - BORGES CONSTRUCTION

If the Board so chooses to sign the contract:

I MOVE the Board Vote To authorize the Chairman to sign the Notice to Award for the Adams /Institute Road contract to Borges Construction in the amount of \$651,172.35

### **NOTES:**

This project is part of Grafton's FY19 Road Stabilization project. Grafton's Assistant Town Engineer, Brian Szczurko will be present for the meeting.



### **Town of Grafton**

Department of Public Works
30 Providence Road
Grafton, MA 01519
Tel. (508) 839-5335 Ext 1124 • Fax (508) 839-4602
TTY (508) 839-1415
dpw@grafton-ma.gov

April 12, 2018

Bruce Spinney, Chairman Grafton Board of Selectman 30 Providence Road Grafton, MA 01519

Re: Institute Road and Adams Road Drainage Improvements Bid Evaluation and Recommendation

Dear Mr. Spinney,

The bid opening for the subject project was conducted on March 28, 2018. Borges Construction, Inc. was the apparent low bidder with a Total Unit Item Bid of \$651,172.35.

I checked the references for the apparent low bidder, Borges Construction, Inc., and would like to offer our opinion of their suitability for the project.

Between April 3, 2018 and April 12, 2018, I contacted the following references:

- Mr. Steven Tyler of the Town of Spencer, 508-885-7525
- Mr. Matthew Pearson of the Grafton Water District, 508-839-2302

The contacted references spoke very highly of Borges Construction, Inc. The workmanship was of good quality and was without unwarranted change orders. All said the work was completed on time. The work performed for the projects consisted of road reconstruction, curbing, sidewalks, drain, water and sewer infrastructure installation. The contract amounts for the referenced projects were \$642, 700 and \$428,000, respectively, with each project being completed within budget. Borges Construction, Inc. also performed the North Street Sewer Extension in 2011 for the Grafton Sewer Department.

As per the attached memo from our consultant engineer, VHB, the bid submitted by Borges Construction, Inc. contained all the required forms. They are prequalified by MassDOT for Drainage, and all references spoke well of them (Mr. Tyler said they are the best contractor he's ever had). Given this information, I find Borges Construction, Inc. to be the lowest responsible and responsive bidder and recommend them for contract award for a total of \$651,172.35.

A Notice of Award is provided herewith to engage Borges Construction, Inc for the work of this Project. The Bid Tally is also attached for your reference.

If the Board should have any questions regarding this recommendation, please don't hesitate to ask.

Sincerely,

Brian Szczurko



April 13, 2018

Ref: 13410.00

Brian Szczurko Department of Public Works 30 Providence Road Grafton, MA 01519

Re: Institute Road and Adams Road Drainage Improvements Bid Evaluation and Recommendation

Mr. Szczurko:

Vanasse Hangen Brustlin, Inc. (VHB) has reviewed the bid results for the Institute Road and Adams Road Drainage Improvements Project, opened on March 28, 2018. Ten (10) Contractors submitted bids for this project ranging in price from \$651,172.35 to \$1,198,578.15 based on an office estimate of \$763,957.50. VHB has tabulated the bid results for the lowest bidders for comparison and reviewed each bid package to verify that all required forms were included. Based on our review, VHB recommends award of this contract to Borges Construction, Inc. of Ludlow, MA for \$651,172.35.

Please contact me if you have any questions or require additional information. Thank you.

Sincerely,

Gregory Russell, P.E.

Project Manager grussell@vhb.com

CC: File

Union Station, Suite 219

2 Washington Square

Worcester, Massachusetts 01604

P 508.752,1001

F 508.752.1276

### **TOWN OF GRAFTON**

### **INSTITUTE RD & ADAMS RD DRAINAGE IMPROVEMENTS**

### NOTICE OF AWARD

Dated	4/17/2018
[Certified Mail Return Receipt Requested]	7.
TO: Borges Construction, Inc.	
(BIDDER)	
ADDRESS: 165 Carmelina Circle, Ludlow, MA 01056	
Contract: Institute Rd and Adams Rd Drainage Improvements, Grafton (Insert name of Contract as it appears in the Bidding Documents Project No.:	
OWNER's Contract No. N/A	
You are notified that your Bid dated 3/28/2018  Contract has been considered. You are the apparent Successful Bidde a Contract for: Installation of drainage systems on Institute Road and Adam including all the work specified in the bid documents.	for the above er and will be awarded s Road in Grafton, MA

(Indicate total Work, alternates or sections or Work awarded)

For all Work, at the prices stated in Contractor's Bid, of the Contract Sum of <u>Six hundred</u> <u>fifty-one thousand one hundred seventy-two dollars and thirty-five cents</u> (\$ 651,172.35 ).

Four copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Four sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 10 days of the date you receive this Notice of Award.

1. Deliver to the OWNER four fully executed counterparts of the Contract Documents.

2. Deliver with the exec specified in the Instructions	cuted Contract Agreement the Contract security (Bonds) as to Bidders (Article 8)
	r a certificate of insurance matching or exceeding the insurance its defined in the Instructions to Bidders (Article 13).
4. (List other conditions	, ,
	se conditions within the time specified will entitle OWNER to to annul this Notice of Award and to declare your Bid security
	comply with the above conditions and funds have been turn to you one fully executed counterpart of the
	Town of Grafton
	(OWNER)
By:	
•	(AUTHORIZED SIGNATURE)
	Chairman of the Board of Selectmen
	(TITLE)
Copy to ENGINEER	

**END OF SECTION** 

NOTICE OF AWARD Page 2 of 2 Adams Road & Institute Road Drainage Project

**Grafton, MA Bid Opening Checklist**March 28, 2018 – 10:00AM

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Witnessed By: (

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Adams Road & Institute Road Drainage Project

Grafton, MA Bid Opening Checklist

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Bid Alternate						
Base Bid						
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Page 2 of

# DISCUSSION ITEM 7A: LIGHTING AT THE GRAFTON COMMON NOTES:

This item was placed on the Agenda at the request of Chairman Spinney.

### **DISCUSSION ITEM 8A: MEETING MINUTES FOR April 10, 2018**

If the Board so chooses to approve the drafted minutes:

I MOVE the Board vote to approve the drafted meeting minutes of April 10, 2018.



### TOWN OF GRAFTON

GRAFTON MEMORIAL MUNICIPAL CENTER 30 PROVIDENCE ROAD

**GRAFTON, MASSACHUSETTS 01519** (508) 839-5335 ext 1100 • FAX (508) 839-4602 www.grafton-ma.gov

**BOARD OF SELECTMEN** 

**MEETING MINUTES** 

April 10, 2018 Municipal Center, Conference Room A

7:00 p.m.

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14 CALL TO ORDER

- A regular meeting was called to order at 7:01 p.m. Present was Chairman Bruce Spinney 15
- III, Vice Chair Sargon Hanna, Clerk Jenifer Thomas, Craig Dauphinais and Brook 16
- Padgett. Staff present was Town Administrator Tim McInerney, Assistant Town 17
- Administrator Rebecca Meekins, and Administrative Assistant Nicole Larson. 18

#### 19 ANNOUNCEMENTS

20 Mr. Spinney made the following announcements:

- Grafton Clean-Up Day will be held on April 28, 2018. This Earth-friendly Event is for the entire family and will begin at the Grafton Common at 9:00am. Please visit our website at www.grafton-ma.gov for more information. This event is sponsored by the Grafton Garden Club.
- The Community Harvest Project is holding a Lunch and Learn on Wednesday, April 25, 2018. Go to the event to learn how to improve access to healthy fruits and vegetables for those who need them most. The event starts at 11:30 and ends with a tour of the farm. Please RSVP to Carolyn Ambrose at 774-545-5409
- I am proud to announce that Grafton will be represented by 7 runners next week during the Boston Marathon. Runners include: Anthony Fedor, Amanda Beaudet, James Callaghan, Charles Davis, Jonathan Lurie, Doug Corcoran, Robert Shumeyko. We wish you all our best and congratulate you on taking part in this significant event.
- APPOINTMENTS ITEM 3B: SEASONAL CEMETERY LABORER POSTION ADAM 36 **CHARIELLE & ROBERT MCKANOBB** 37
- 38 No discussion on the appointment.

- 39 MOTION by Mr. Hanna, SECOND by Mr. Padgett, to appoint Adam Charielle and Robert
- 40 McKanobb, as a Seasonal Cemetery Laborer. MOTION carried unanimously 5 to 0.
- 41 NEW BUSINESS ITEM 4A: REVIEW AND VOTE TO SIGN MAY 14, 2018 ANNUAL
- 42 TOWN MEETING WARRANT
- 43 Mr. McInerney explained the details of Article 9A and 9B concerning the requirements for
- 44 the revolving accounts in relation to annual spending. Ms. Meekins discussed the
- 45 particulars of the Municipal modernization act changes as of last year which requires
- 46 spending limits be set per Town Meeting. Mr. McInerney noted General Fund monies
- 47 were not present in the revolving accounts.
- 48 Mr. Padgett raised his concern with Article 10 in respect to the absence of request from
- 49 the School Committee. Mr. Spinney noted that this article will be discussed further with
- 50 the School Committee on April 12th, 2018 at the upcoming joint meeting. Mr. Dauphinais
- 51 expressed his hesitation to fund this account, noting that he would prefer to have had
- 52 more details on spending from the School Committee prior to signing the Warrant. The
- 53 Board deliberated on the timing of allocating the funds. It was requested that the School
- 54 Committee take a more active role in communicating their requests to the Selectmen.
- 55 MOTION by Mr. Dauphinais, SECOND by Mr. Padgett, to remove Article 10 from the
- 56 Warrant. MOTION denied unanimously 2 to 3.
- 57 Mr. Dauphinais added that he believed this Article would strain the other 17 departments
- 58 the Board is responsible for funding every year. The Board discussed the sourcing of the
- 59 submission for the Article. Mr. Padgett drew attention to the point that no such fund had
- 60 been sourced from stabilization. Mr. Spinney noted the difficulty with the current process
- in order to allocate funds for new special needs students, and explained that should the
- 62 money be needed currently, School Committee would need to then go to Town Meeting
- 63 in order to receive the funds.
- 64 Mr. McInerney discussed the logistics of Article 14 and noted that the Franchise fees
- would cover the cost of the Cable Studio rebuild at the old police station. He added that
- the project would require a 5-year bond for approximately \$500,000.
- 67 Mr. Dauphinais requested that the Board wait to sign the Warrant for Annual Town
- 68 Meeting until April 12, 2018.
- 69 MOTION by Mr. Hanna, SECOND by Mrs. Thomas, to hold off on signing the Annual
- 70 Town Meeting Warrant for May 14, 2018 until April 12, 2018. MOTION carried
- 71 unanimously 5 to 0.
- 72 NEW BUSINESS ITEM 4B: REVIEW AND VOTE TO SIGN MAY 14, 2018 SPECIAL
- 73 TOWN MEETING WARRANT
- 74 Mr. McInerney gave review of the drafted articles. The Board deliberated on the viability
- 75 of the sale and purchase of land articles. It was decided that the Special Town Meeting
- 76 Warrant would be signed on Thursday April 12, 2018.

19	MEETING MINUTES ITEM 8A: BOARD OF SELECTMEN - APRIL 3, 2018
80 81	MOTION by Mr. Hanna, SECOND by Mr. Padgett, to accept the meeting minutes of April 3 <sup>rd</sup> , 2018 as amended. MOTION carried unanimously 4 to 0.
82	ADJOURN
83 84	MOTION by Mr. Hanna, SECOND by Mr. Dauphinais, to adjourn the meeting. MOTION carried unanimously 5 to 0. Meeting adjourned at 7:57 p.m.
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86	EXHIBIT LIST:
87	<ul> <li>Draft Annual Town Meeting Warrant, dated April 3, 2018; 15 pages.</li> </ul>
88	<ul> <li>Draft Special Town Meeting Warrant, dated April 3, 2018; 4 pages.</li> </ul>
89 90	<ul> <li>Draft Meeting Minutes from Board of Selectmen Meeting held on April 3, 2018; 7 pages.</li> </ul>
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106	Approved by the Board of Selectmen on